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and Weekly Reporter.

(ESTABLISHED IN 1857.)

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All letters intended for publication must be authenticated by the name of the writer.

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Current Topics.

The Bow Street Magistrate.

MR. DICKINSON, who has sat at Thames Police Court since his appointment as a metropolitan magistrate in 1890, has succeeded the late Mr. MARSHAM at Bow-street, and took his seat there for the first time on Wednesday.

The Late Lord Llandaff.

LORD LLANDAFF, better known in days gone by as HENRY MATTHEWS, whose death occurred on the 3rd inst., had for several years ceased to take any active part in public life, and, in fact, he never attained in Parliament and with the public the same position of eminence which he had enjoyed at the bar. Until 1886, when he became Home Secretary in Lord SALISBURY'S Government, he had enjoyed a leading position on the Oxford Circuit, and he had also a considerable practice in London. Had he continued at the bar, his elevation to the bench would no doubt have followed in due course, but he made the experiment, justified in some recent well-known cases, of changing the bar for administrative life, and though in the main he proved a competent Home Secretary, yet his tenure of office was limited to one administration; and on the return of his party to power in 1895, he did not resume office, but was raised to the peerage. For the next few years he did useful public service as chairman of the London Water Commission, but on the whole he failed to attain the position which his early success at the bar had promised.

The Proposed Increase of Law Lords.

THE Lord Chancellor has reintroduced in the House of Lords the Appellate Jurisdiction Bill, which was before Parliament last year. Its object is to increase the number of the law-lords from four to six, with a view to giving effect to a resolution of the Imperial Conference in 1911. This embodied a proposal of the Government "that they should add to the highest Court of Appeal, both for the United Kingdom and the Dominions and Colonies, by selecting two English judges of the finest quality; that the quorum should be fixed at say, five, and that the court should sit successively in the House of Lords for United Kingdom appeals, and in the Privy Council for appeals from the Dominions and Colonies." Clause 1 of the Bill provides for the appointment of the two additional Lords of Appeal, and clause 2 makes all Lords of Appeal *ex officio* judges of the Court of Appeal, but

does not require them to act as such without their consent. If the Bill is passed, speculation will be rife as to the meaning of the phrase "judge of the finest quality," a phrase rather commercial than judicial. Some very good articles in that line have recently gone to the House of Lords, and the bench and bar are by no means exhausted. But as to the "finest quality," well, we must wait and see.

The Capture of Private Property at Sea.

WE CALLED attention last week (*ante*, p. 400) to Lord AVEBURY'S advocacy of the abolition of the capture of private property at sea in time of war, and, in a letter to the *Times* of the 7th inst., he points out the weakness of the official reply, which was made by Mr. ACLAND in the recent debate in the House of Commons. Of course, the main objection to the capture of private property is that it is a continuance at sea of methods which have long, by common consent, been abandoned on land as inconsistent with civilization. But, on lower grounds, Lord AVEBURY points out that, owing to the preponderance of our mercantile marine, the exercise of the so-called right must hurt us more than any other nation, and that we are similarly most liable to suffer from the right of blockade. While, as to contraband, it is common ground here that this should be limited as much as possible. As we have already pointed out, the obvious policy is to support heartily the efforts of the United States to abolish the capture of private property, and it is likely that this action on our part would strongly reinforce the majority among the nations of the world which already exists in favour of the change. On this question the common sense of the community is, we imagine, distinctly in advance of the official view, and it will, we hope, be continuously and strongly expressed.

A Centenarian Barrister.

THE NEWSPAPERS inform us that Mr. HAKE, a member of the bar and of the Brighton Sessions, has just reached the great age of 102 years. We may assume that the chronicles of the profession give no precedent of such a case, and the experience of Mr. HAKE, who is stated to be in tolerable health, must be singular and remarkable in its character and circumstances. We know nothing of his political opinions, but he was old enough in 1852 and 1854 to have considered the Common Law Procedure Acts as a dangerous innovation. He must, among other matters, remember PARKE, B., with his decisions on special demurrers and replications *de injuria*; and he must also remember arrest on *meine* process, and the hanging of the dead bodies of convicts in chains. Some cause for his longevity is to be found in his indulgence in walking. He was a great stickler for the etiquette of the profession. By the rules of his circuit, barristers were not allowed to ride in a public conveyance, and he was not able to afford a postchaise unless three or four other barristers joined in the venture, so that he was occasionally forced to walk thirty miles rather than be guilty of a transgression of the rules. Railways and hotels have made havoc with the usages and etiquette of circuits, but it is not many years since the coach which plied between the railway station of Guildford and the centre of the town was, for the same reasons of etiquette, avoided by members of the circuit. In the early ages of circuits the barrister travelled on horseback, taking, we presume, a moderate quantity of luggage.

Another Difficulty in the Copyright Act.

IN OUR issue of the 29th of March we referred to a case under the new Copyright Act which seemed to call for an amending Act. A point of some practical importance has just come under our notice with respect to the proper interpretation of the words "publish" and "publication," and as to which London publishers and the libraries entitled to free copies of books are not at one. Under section 15 the trustees of the British Museum and five other libraries are entitled to have delivered to them by the "publisher" copies "of every book published in the United Kingdom." The libraries (including the British Museum) claim that they are entitled to copies of a book that has already been published in the overseas dominions, whenever the book is put on the market in the United Kingdom. Publishers and booksellers contend, on

the other hand, that they need not deliver copies of such a book; their view is that the book is not "published" in the United Kingdom, if it is merely being sold after being published abroad. It is understood that, so far, the claim to have these books delivered has not been pressed by the libraries, but it is obvious that if there be any real doubt on the point it will not be long before the question as to which view is correct must be definitely settled. Moreover, if copies of a book already published in the British dominions must be delivered to the libraries, copies of books published outside the empire will be on the same footing. It should also be noticed that the liability attaches to publishers of "every book" published here, and not merely books in which copyright subsists. The question is likely, therefore, to be of considerable importance. The argument on behalf of the London publishers and booksellers seems to involve reading the word "published" in section 15 (1) as meaning "first published." They say, in effect, that the offering copies for sale is not "publication." In support of the claim of the libraries, it must be pointed out that throughout the Act a distinction is consistently preserved between "publish" and "first publish." The latter expression is, for example, used in sections 1 (1) (a), 27, 29 (1) (a), 35 (3), &c. If "published," in section 15, does not mean "first published," it is permissible to look at section 1 (3)—the interpretation clause—and see what meaning is assigned to "publish" in the Act. We find it enacted that, "for the purposes of this Act, publication, in relation to any work, means the issue of copies of the work to the public." Offering copies for sale certainly appears to be an "issue of copies . . . to the public." The conclusion seems to be that, where a book is published abroad and then placed on sale in the United Kingdom, the person responsible—the "publisher"—must deliver copies to the libraries, as directed by the provisions of section 15 of the Act.

Defaulting American States.

PARAGRAPHS HAVE appeared in several of the financial periodicals informing their readers that certain States of the American Union have recently introduced loans in the foreign markets, although the interest upon previous loans remains unpaid, and urging that until these obligations are discharged the States should not be allowed to incur fresh liability. These paragraphs are criticized by the writer of a letter to *The Times* as being a grave injustice to the States in question. He insists that the effective Southern bonds of to-day which are sold at a premium ought not to be classed with the repudiated "carpet-bagger" issues, which were never of a legal *bond fide* character. The "carpet-bag" bonds, issued during the year 1868, were the result of a conspiracy between a few corrupt State officials, whose title to office was never recognized by the people, and some financial adventurers who hoped to derive plunder from their issue, with no thought of any honest *quid pro quo* to the States issuing them. About 10 per cent. of these bonds was paid to the politicians whose influence was necessary for their issue. In the case of North Carolina, the Legislature which issued the bonds was a body unknown to the laws and constitution of that State as existing at that time, and the Acts authorizing their issue were passed by bribery and corruption, since they required for payment of their interest a taxation beyond the constitutional limit of taxation for that State. But it should be observed that these bonds were issued by a *de facto* government of the State, however much it might deserve the appellation of a carpet-bagging government. It is too much to expect that those who purchase bonds which are ostensibly those of a foreign State should be obliged to make inquiry as to whether the money borrowed, which they advance, is applied for the benefit of the State which has contracted the loan. It might well have been urged that the six per cent. bonds, issued by M. GAMBETTA at the time of the Franco-German War, were issued by a body unknown to the laws and constitution of the State as existing at that time, but the Republic made no attempt to repudiate the loan. The writer of the letter tells us that the leading citizens of North Carolina, and the public press generally, questioned the validity of the carpet-bag State Legislature, denied its right to bind the people, and "served notice on the world at large," that the tax-

payers disowned these bonds, disavowed their validity, and would never pay them. We should be glad to know by what form of procedure notice is served on the world at large, but in any case repeal, *ex post facto*, of the legislation by which the bonds were issued cannot easily be reconciled with justice.

Collateral Agreements.

FREQUENTLY, upon the entering into a written lease or agreement, there is an understanding more or less definite that one of the parties shall undertake an obligation not provided for in the written document, and it is then a question whether the collateral arrangement amounts to an agreement and, if so, whether effect can be given to it. In *Jones v. Lavington* (1903, 1 K. B. 253), COLLINS, M.R., expressed himself in words which would seem to exclude the possibility of such an agreement being enforceable. In that case, the alleged collateral agreement related to the quiet enjoyment of demised premises, and the learned judge said: "Such an agreement, if there was one, related to the subject-matter itself of the contract, and must be found in it." In the recent case of *Crawford v. White City Rink* (*ante*, p. 357), EVE, J., quoted this dictum, and, under the circumstances of that case, followed it; but he recognized, so we gather, that it was too wide, and indeed, if collateral agreements are to be enforced at all, this seems obvious. It is probably safe to say that all such agreements have reference to the subject-matter of the original contract, and if the late Lord COLLINS' dictum were correct they would in no case be enforceable. Several well-known decisions, however, shew that parol collateral agreements may be enforceable, notwithstanding that they refer to the subject-matter of the principal contract; such as *Erskine v. Adeane* (8 Ch. App. 756), where there was a parol agreement to keep down game on a demised farm; and *De Lassalle v. Guilford* (1901, 2 K. B. 215), where, on the letting of a house, there was a parol agreement that the drainage was in order. A statement as to drainage may be either a mere statement giving rise perhaps, in the event of its untruth, to an action for deceit, or it may be a warranty. In *De Lassalle v. Guilford* it was held to be a warranty. But after the warranty or other parol agreement has been established, there is still the question whether it can be set up to vary the principal agreement, and it would seem that this can only be done where it has formed the inducement for entering into the principal agreement: see *per* VAUGHAN WILLIAMS, L.J., in *Newman v. Gatti* (24 T. L. R. 18), referred to by EVE, J., in *Crawford v. White City Rink* (*supra*); in other words, where it was part of the consideration for that agreement.

The Conversion of a Bankrupt's Business.

RECONSTRUCTION OF an insolvent company is an everyday affair, and may take place either in liquidation or without it. But the reconstruction of a bankrupt's business, after adjudication and while the estate is being administered by the court, does not, as a rule, take the form of promoting a joint-stock company by the trustee in bankruptcy. Yet such a curious and unusual mode of reconstruction came before Mr. Justice PHILLIMORE, sitting as judge in bankruptcy, in the case of *In re Spink, ex parte Slater* (*Times*, 8th inst.). The facts which gave rise to the case were not in themselves at all strange. At the date of the receiving order the bankrupt was carrying on the business of a butcher upon freehold premises belonging to him, but mortgaged up to their uttermost farthing of value to his bankers. The goodwill of the business was valuable, but the debts were heavy, and capital was needed to give it a chance of success. Now the creditors were faced with two alternatives: they could either wind-up the estate in the usual way, selling the goodwill for a mere song, or they could get a receiver and manager appointed with the sanction of the court to carry on the business. But to each of these courses, in the case of a business which only requires new capital to make it a success, there are obvious objections. If the first were adopted and the business sold, the creditors would get only a dividend, and would lose all hope of recouping their loss. If the second were adopted, no new capital would be forthcoming, and the condition of success would be absent. But why not combine the two? Why not sell the business to a company, and thereupon distribute the proceeds of sale among the creditors

as a dividend? Why not carry on the business for the benefit of bankrupt and creditors, by means of a company in which they should be the shareholders? This plan, which meets both objects, gives the additional advantage of limited liability; but it requires as a condition precedent the promotion of a new company, the entrance into a conditional contract of sale with it, and various incidental matters which hardly seem to come within the scope of the Bankruptcy Acts. An application to the court to sanction the scheme, however, proved successful. Mr. Justice PHILLIMORE held that, by virtue of section 56 of the Bankruptcy Act, 1883, and rule 316 of the Bankruptcy Rules, 1883, he was entitled to make an order sanctioning a conditional sale of the business by the trustee to a company promoted by himself and the committee of inspection, and in which all the promoters were interested either as shareholders, directors, or officers.

The Benevolent Discretion of the Court.

THERE WAS one aspect of the scheme we have just outlined as to which there was an obvious objection. The Bankruptcy Acts enumerate the powers of the trustee in bankruptcy, and he cannot exceed those powers without committing a breach of trust. Just as an ordinary trustee can only invest in trustee securities or those permitted by the settlement, so a trustee can only deal with the bankrupt's estate in the various modes mentioned by the statute. Now sale to a non-existing company is certainly not one of these. And the transaction is complicated by the fact that both the trustee (the vendor) and the committee of inspection who authorized the sale were interested in the purchasing company about to be formed—a position which, in ordinary circumstances, is of course inconsistent with the duty of a trustee. But equity has never been afraid of construing equitable rules with reasonable elasticity in a case where a harsh construction of them will defeat equity. And here the case of *In re New* (1901, 2 Ch. 534) was prayed in aid of the course which Mr. Justice PHILLIMORE took. In that case a solvent company was being reconstructed; the reconstruction was for the benefit of everyone, including infants and unborn persons interested as shareholders; but shares belonging to the last two classes were in the hands of three sets of trustees, whose assent to the scheme was legally necessary if it were to go through. One of those groups of trustees had power, under his settlement, to invest in shares and debentures; the other two had not. All were anxious to assent, since the scheme was clearly beneficial to everyone. A strong Court of Appeal (RIGBY, COLLINS, and ROMER, L.JJ.), held that—notwithstanding the absence of any such right to invest in the new securities, and notwithstanding the fact that the trustees took an interest as shareholders or directors in the purchasing company—the court could and ought to give its sanction. Their decision was based on the benevolent discretion of the Court of Chancery to sanction in an emergency acts which ordinarily would amount to breaches of trust. Adults would have assented to the breach of trust, and so saved the trustees harmless; the court ought to do the same on behalf of infants and unborn persons who were beneficiaries, since it was clearly for their benefit, and, indeed, necessary to safeguard their interests. The rule was further stated to be specially applicable in the case of a trust estate consisting of a business or shares in a mercantile company. Following this decision, Mr. Justice PHILLIMORE gave the necessary sanction, notwithstanding the existence of lions in his path.

"Pedlar" or "Canvasser."

THE POLICE magistrate at Westminster has recently been called upon to decide whether a canvasser in the employment of a gramophone and records company had incurred the penalties of The Pedlars Act, 1871. By section 4 of the Act, a penalty is imposed upon any person who acts as a pedlar without having obtained a certificate under the Act. By other sections, the term "pedlar" means any hawker, pedlar, &c., who, without any horse or other beast bearing or drawing burden, travels and trades on foot and goes from town to town or to other men's houses, carrying to sell or exposing for sale any goods, wares, or merchandise

... immediately to be delivered, or selling or offering for sale his skill in handicraft; but a certificate is not required for commercial travellers or other persons selling or seeking orders for goods, wares, or merchandise to or from persons who are dealers, and who buy to sell again. The accused was one of four men provided with specimen gramophones and records to be disposed of on particular terms. The accepted customer was to pay 7s. 6d. for three records, and was to sign an agreement to pay for fifty-seven more by weekly instalments of 2s. 6d., and was then to become the possessor of a gramophone left with the purchaser of the three records. Failure to acquire the whole sixty imposed a liability of three guineas for the gramophone itself. A constable gave evidence that the defendant called at several houses to sell his wares, and then adjourned to a courtyard, where he gave a gramophone performance. The result was that a bystander paid 7s. 6d. for three records, and was allowed, after signing a contract, to take them away together with the gramophone. It was contended for the prosecution that what the defendant did amounted to carrying for sale and hawking goods, while the defendant insisted that he was only a canvasser, and that the records which he used and parted with were exchangeable samples. The magistrate held that, under the circumstances, there was a complete sale, and that the defendant was liable to the penalty. We see no reason to doubt that the decision of the magistrate was right, and that the defendant was the actual seller of the goods, and not a mere traveller seeking orders.

Husband's User of Wife's Income.

PRESUMPTIONS and estoppels form so large a part of English law as well as of English equity, that even the enactment of a statute which transforms the subject-matter with which it deals will not be regarded as overthrowing existing presumptions of law, unless it expressly or necessarily does so. It is partly because of this well-understood principle of interpretation that some very revolutionary statutes, such as the Married Women's Property Act, 1882, have left untouched isolated doctrines of law, which at first sight seem inconsistent with their obvious scheme and intention. An interesting illustration will be found in the doctrine of the matrimonial common purse, which Mr. Justice WARRINGTON had to consider recently in the case of *Re Young, Young v. Young* (Times, March 20th). It is, of course, old law that where a wife possesses separate property from which she receives an income, and where she allows her husband to draw and spend this income on the maintenance of the matrimonial establishment, there is a presumption of advancement inferred by law from her acquiescence; she is regarded as having contributed her income to a common purse which the head of the household is entitled to spend, and for which he need not account: *Dyer v. Dyer* (1788, 2 R. R. 14), *Caton v. Rideout* (1849, 1 Mac. & G. 599, 601). This presumption was in no way altered by the Married Women's Property Act, 1882, for the effect of that statute was to enlarge the scope of separate estate, to alter the mode in which the wife held it, and to increase her power of dealing with it, but not to abolish common law or equitable doctrines as to advancement and agency. But the presumption is, of course rebuttable; it can be displaced by shewing that no gift was, in fact, intended by the wife.

Now at one time a plausible refinement upon the principle held the field for a time. Where a husband and wife possessed a joint account, and into this were paid two different classes of funds belonging to the wife, one consisting of her capital and the other of income derived from her separate property, it was suggested that the presumption applied only to income and not to capital. If the husband received the capital and spent it, either in investments or on household expenditure, he was regarded as a debtor to his wife to the extent of the fund imputable to her; if he received her income and expended it, this was treated as a gift: *Alexander v. Barnhill* (1888, 21 L. R. Ir. 511). But in 1903 this refinement was got rid of by the Court of Appeal, and the Irish case on which it was based was explained

away. The doctrine, as then remodelled, was as follows:—When the husband receives moneys from, or on behalf of, his wife whether capital or income, and spends them on current living expenses, a gift to him is presumed; but when he invests the money in permanent purchases, there is the usual presumption of a resulting trust in her favour: *Mercier v. Mercier* (1903, 2 Ch. 98). "There is no such inherent distinction between capital and income," said Lord Justice ROMER in the last quoted case (at p. 100). "For example, if a wife . . . drew a cheque for £5,000 and gave it to her husband, it is not true that there would be any different presumption according to the result of an inquiry as to whether the account was made up of capital or of income. There is no real difference between capital and income except in degree. In every case in which money of the wife comes to the husband, whether from capital or income, the question is whether a gift was intended or not. No doubt, in certain cases, in considering whether a gift was intended, the fact of the money having been income received by him with her consent may be material in respect of the weight of the evidence, but there is no other distinction, so far as I am aware, between capital and income."

Two cases within the present century are good illustrations of the way in which the presumption works. *Foley v. Foley* (1911, 1 I. R. 281) is a curious Irish case. There a woman, who owned a shop and £1,200, married a working-man, who continued to pursue his craft while she kept her shop. She paid the £1,200 into a joint account opened in her husband's name and her own, from which each drew for purposes of household and business expenditure. To this fund were added, from time to time, the husband's earnings and the wife's profits from her shop. It was held that each made a gift of his or her contribution to the common purse, and that the whole fund became the property of the survivor. In a very different case, *Re Dixon, Heynes v. Dixon* (1900, 2 Ch. 561), the principle was applied to avoid the effect of the Statute of Limitations. A wife authorized the loan of part of her separate estate, vested in trustees, to her husband on mortgage at an agreed interest, which, in fact, he never paid. But on the footing of a common purse there was the same hand to pay and to receive, and while this is so, the statute does not run at all. This bold application of the principle of advancement, in order to presume a gift of arrears and to exclude the Statute of Limitations, is one of the finest examples of how a legal privilege may become, on occasion, a very double edged weapon to him who enjoys it!

But, as we have already pointed out, the presumption of advancement derived from the wife's acquiescence in her husband's enjoyment of her income is always liable to be rebutted by proof that she did not intend it as a gift. The recent case before WARRINGTON J. (*Young v. Young, supra*) illustrates the kind of evidence which is sufficient to effect this rebuttal. A married woman had no separate estate at the date of her marriage and for twenty-five years thereafter, during which her husband supported from his own income the family of nine children. Then, after all these years, the wife inherited a legacy; her husband took charge of this, and controlled both capital and income. But there were three points which went to shew that he did not treat it as joint family income. First, his own income continued sufficient for the family expenditure, which was not in any way increased; but the husband's savings out of the joint income were considerably increased. This seems to be some slight indication that it was the wife's income which was invested, and the husband's which continued to be spent; in which case the invested funds would be her property by virtue of the doctrine of resulting trusts: *Mercier v. Mercier* (*supra*). Secondly, cheques for certain moneys payable to the wife were drawn in her own favour, then endorsed by her and paid into the husband's account; they were not drawn in favour of the husband. Lastly, the husband on his death-bed expressed a desire that she should have her own property again, though his object was apparently that of saving death duties. The cumulative effect of these three kinds of evidence, each slight in itself, was enough to rebut the presumption derived from payment into the husband's account.

Damages for Breach of Contract.

In the recent case of *Re Vic Mills Co. (Limited)* (*ante*, p. 211; 1913, 1 Ch. 183), confirmed on appeal (*ante*, p. 404) the principles for assessing damages in the case of breach of contract for the sale of goods were discussed. In that case an order had been given for the manufacture of articles of machinery, and before their delivery the buyer refused to accept them. But it may be well to examine shortly the general rules of law on the subject before dealing with this particular decision.

When the seller has not parted with the property in his goods, and the buyer gives notice that he is unable or unwilling to proceed with the contract, the seller has a right of action against the buyer, and his recompense is usually damages for non-acceptance, i.e., the actual damage he has sustained, not necessarily the full price of the goods. But according to the circumstances of the case there are different modes of ascertaining how the amount of this damage is to be arrived at. The Sale of Goods Act, 1893, deals with the point, and section 50, sub-section (2), provides that "the measure of damages is the estimated loss directly and naturally resulting, in the ordinary course of events, from the buyer's breach of contract." Sub-section (3) provides a particular method of ascertaining this amount in certain cases, viz., "(3) When there is an available market for the goods in question the measure of damages is *prima facie* to be ascertained by the difference between the contract price and the market or current price at the time or times when the goods ought to have been accepted, or, if no time was fixed for acceptance, then at the time of refusal to accept." So that, where there is no available market for the goods, section 50, sub-section (3), does not apply, and we are driven back to sub-section (2), and have to estimate the loss directly and naturally resulting in the ordinary course of events from the buyer's breach of contract. In some cases this will still be the difference between the contract price and the value of the goods which ought to have been accepted. Although there is no proper market, a sale may be effected, and this will give presumptive evidence of the value of the goods, although it may differ widely from the contract price. In *Stroud v. Austin* (Cab. & E. 119) the sellers had failed to deliver a cargo of English rails to America. Before the date of delivery the buyers sold the cargo at a profit of £864, and it was held that, in the absence of evidence to the contrary, the contract price plus the £864 was to be considered the value of English rails in America at the date agreed for delivery. And in an action by the buyers against the sellers for breach of contract to deliver, the buyers obtained (*inter alia*) £864 damages.

This raises the question as to the time at which the damages are to be measured. It is clear, from the Sale of Goods Act, that the time in question is the time expressly or impliedly contemplated for delivery. But if the seller accepts the buyer's repudiation as a breach and acts accordingly, e.g., by immediately commencing an action for breach of contract; or if the buyer's repudiation is of the nature of a notice of the buyer's insolvency, so as to amount to a declaration of his inability or unwillingness to pay for the goods (*Morgan v. Bain*, L. R. 10 C. P. 15); then the seller must act reasonably in dealing with the goods ordered, so as, if possible, to minimize the loss. This point is well illustrated in the case of *Roth v. Tayson* (73 L. T. 628), where the buyers ordered a cargo of maize to be shipped from the Argentine about the 15th of July, to be delivered in Europe about the 5th of September. On the 28th of May the buyers repudiated the contract, and on the 24th of July the sellers commenced an action. The maize market had been continuously falling, and if the sellers had re-sold at current prices on the 28th of May, the loss would have been £680; on the 24th of July it would have been £1,557; on the 5th of September, the actual date of their re-sale, it was £3,807. It was held that, as the sellers had accepted the buyer's repudiation on the 24th of July, the damages to be awarded must not be aggravated by the falling market, and the damages awarded were £1,557 only, the loss on the 24th of July.

In these cases there was a market for the goods. Where the goods are of a special nature, made to order, or goods for which there is no regular market, different considerations apply. In *Re Vic Mills Co. (supra)* the buyers had ordered a number

of articles of machinery, for which NEVILLE, J., held there was no available market, and before any of the goods had been delivered the buyers went into liquidation. Of the various machines ordered: (a) one was to be wholly manufactured by the sellers, and at the date of the repudiation was already completed; (b) others the sellers would have partly manufactured, buying certain parts, which parts they had already purchased at the date of the repudiation; (c) another machine the sellers would have wholly manufactured, but had not commenced it at the date of the repudiation; and (d) the remainder the sellers would have purchased from a third party. As to (a), the sellers subsequently made some slight alterations on it at a cost of £5, and then sold it to another customer at a profit of £23 less than the profit on the contract price with the buyers. As to (b), the parts purchased had been utilized by the sellers in the construction of other machines which they had manufactured and sold to another customer, and there was no actual loss by reason of the purchase of these parts. As to the remainder of the (b) machines and (c), the sellers had not at that date taken any steps to comply with the order. As to (d), it was not disputed that the sellers were entitled to the profit which they would have made on the resale of these machines at the contract price. The registrar, on the seller's proof, certified the amount of damages in respect of (a) as £5 + £23 = £28; and in respect of (b) and (c) he allowed a general amount of £250. The sellers sought to vary this certificate, and claimed to be entitled to prove in the winding-up for a much larger sum, calculated upon the actual profits they would have received if the contract had been properly carried out by the buyers. In the course of the argument counsel for the applicants referred to *Cork & Ambergate Railway Co.* (20 L. J. Q. B. 460; 17 Q. B. 127); and *Silkstone & Dodsworth Coal and Iron Co. v. Joint Stock Coal Co.* (35 L. T. Rep. 668).

The first of these cases decided two points: first, that in an executory contract for the manufacture and supply of goods from time to time to be paid for after delivery, if the buyer, having received some, gave notice to the seller that he would not accept or pay for any more, the seller having been desirous and able to complete the contract, need not manufacture and tender the rest of the goods, but might consider the buyer's refusal to accept as a continuing refusal, and might maintain an action against the buyer for breach of contract. The second point was as to the measure of damage, and COLERIDGE, J., told the jury that the seller ought to be put in the same position as if he had been permitted to complete the contract.

In the second case, the buyers had ordered from the sellers a quantity of a special coal (which deteriorated if left stored), to be delivered at the pit's mouth in certain monthly quantities. The buyers made default in sending to take delivery of the coal, and it was held that the sellers were entitled to damages for breach of contract; the measure of damages being the net profits they would have received if the buyers had completed their contract, making allowance for all estimated cost of raising and the advantage to the sellers of having the coal still unraised in their pits.

In *Re Vic Mills Co. (supra)* the learned judge followed these two decisions, and held that the applicants were entitled to the whole of the damages claimed. The decision was a somewhat strong one, and this is particularly apparent with reference to item (a), which was a machine ordered and manufactured for the *Vic Mills Co.* (the buyers), but, on their refusal to complete, was sold to another customer. The judge awarded the sellers £162 19s., the whole profit they would have received if the contract had been completed with the buyers, notwithstanding that the sellers had subsequently made a profit of (£162 19s. — £28) = £134 19s. on this very machine.

At first sight this decision appears unduly advantageous to the manufacturers, because he gets his profits as to the machine he had already made; and as to the machine he had not started he gets his profits without any of the risk incurred and energy expended in the making of them. But in properly estimated net profits it is submitted that these would be taken into account, and the decision then appears wholly equitable. If the decision were otherwise, the effect would be to reduce the market

for the manufacturers' goods by reason of the original buyer wrongfully breaking his contract. It is obvious that this method of calculating damages, as to goods already manufactured, need only be made use of when the goods have been subsequently sold at a profit; for if on the re-sale the seller sold at a loss, i.e., at a price less than the cost of production of the article, he would be entitled to add this loss to his damages; and, therefore, the simpler way of calculating the damages to be claimed in such a case would be to take the difference between the contract price and the actual price received on the sale, which is the more usual method of calculating the damages.

Reviews.

Conveyancing.

GIBSON AND McLEAN'S STUDENT'S CONVEYANCING. TENTH EDITION by ALBERT GIBSON. The "Law Notes" Publishing Offices. 25s.

The ninth edition of this useful work was published some three years ago. Since then, the Finance Act, 1910, with its new land duties, has made a considerable addition to the problems of conveyancing practice, and a number of important changes have been made by the Conveyancing Act, 1911. Both these statutes have been the occasion of numerous changes in the present edition, and Mr. Gibson states in his preface that he has taken the opportunity of thoroughly revising the whole work, and, by careful elimination of any matter of purely academical interest or of little practical importance, has contrived to avoid any substantial increase in the size of the book. The work is divided into two parts: conveyancing at common law and conveyancing under the Land Transfer Acts; but it may be suggested that at the present time conveyancing off the register is practically as much the creature of statute law as conveyancing on the register. Whether it be sale, bill of sale, mortgage, lease, settlement or will—to take the various conveyancing matters in the order in which Mr. Gibson discusses them—we cannot go far without being in the midst of statutory provisions. Under the various heads just mentioned the law and practice of conveyancing are very clearly stated; for instance, in chapter 8, under "Sales, Exchanges, and Gifts," the various usual and special searches to be made on sales are usefully summarized; though possibly, since it is no longer necessary to search for judgments and Crown debts, these matters might have been relegated to a note, instead of continuing to occupy a prominent position in the text; and altogether the book is calculated to serve the purposes of the practitioner as well as of the student.

Books of the Week.

Chitty's Statutes.—Chitty's Statutes of Practical Utility. Sixth Edition. By W. H. AGGS, M.A., LL.M., Barrister-at-Law. Vol. 14: "Societies" to "Theatres." Sweet & Maxwell (Limited); Stevens & Sons (Limited). 21s. net.

Licensing.—Licensed Premises Assessment in Practice. By J. STANTON, Assessment Surveyor, &c. Published by the Author at 39 and 40, Imperial Buildings, Ludgate Circus, E.C.

Copyright.—Stage Copyright at Home and Abroad. By BERNARD WELLER. "The Stage," 16, York-street, Covent Garden, W.C.

The Law.—The Lawyer. Our Old Man of the Sea. By WILLIAM DURRAN. With a Foreword by Sir ROBERT F. FULTON, M.A., LL.D. Kegan Paul, Trench, Trübner & Co. (Limited). 7s. 6d. net.

Medical Practices.—Medical Partnerships, Transfers, and Assistantships. (New Edition, Revised and Amplified.) By WILLIAM BARNARD, M.A., LL.B., Barrister-at-law, and G. BERTRAM STOCKER, Managing Director of the Scholastic, Clerical, and Medical Association (Limited). The Scholastic, Clerical, and Medical Association (Limited). 10s. 6d. net.

Mr. Justice Darling, in dismissing last week a special jury on the agreement of the parties to try a case before him alone, each jurymen being paid a guinea as they had been sworn, said he had had an application from several Harrow schoolmasters asking to be relieved, as their absence would cause great inconvenience. He supposed education in that part of the world would be brought to a standstill. But if they had been summoned during the holidays they would have been quite unfit for the school work when they were ended. He understood, however, that one of those gentlemen had elected to serve on that jury, and he trusted his experience had not been an unpleasant one.

Correspondence.

Damages for Breach of Warranty and Loss of Profits.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I have read with considerable surprise your comments on page 401 of your issue of the 5th inst., and I am afraid you have not read *Bostock v. Nicholson* (1904, 1 K. B. 725), as the defendant certainly never contracted to sell sulphuric acid free from arsenic for the purpose of making beer, and for the very sufficient reason that sulphuric acid is not used for the purpose of making beer. A reference to the current Directory of Directors will shew you that I am likely to be correct in this statement.

The principle in *Bostock v. Nicholson* was that Bostocks never informed Nicholsons the purpose for which the acid was wanted or to which it was being applied. If Bostocks had told Nicholsons the purpose for which the acid was required, viz., for sugar refining, Nicholsons would have been liable under section 14, sub-section (1), of the Sale of Goods Act, 1893, because the goods would not have complied with the implied condition that they should be reasonably fit for the purpose—i.e., that, as the acid was required for the purpose of the manufacture of an article of food, it should be free from arsenic, which is certainly deleterious in a food stuff.

The Court of Appeal did not deal with *Bostock v. Nicholson*, as the judgment of Bruce, J., was, if I may say so with respect, obviously correct.

There is a good summary of the judgment in *Bostock v. Nicholson*, pp. 1020 to 1022, Benjamin on Sale, 1906 edition, and if you will refer (*inter alia*) to *Jackson v. Watson* (1909, 2 K. B. 193), you will see that had Nicholson known the purpose for which they supplied the sulphuric acid, they would probably have been liable for all the damages which Bostocks had to pay to their customers, who sued them for supplying invert sugar which was impregnated with arsenic, and which, being brewed in beer, caused illness to the consumers.

As a matter of curiosity it may interest you to know that a company, of which I was chairman, purchased the whole of the arsenious sugar which Bostock's liquidator had for sale, first giving an undertaking that it should not be used for any food purposes, and I saw that it was not so used.

Considering the many statements which are made against brewers, I am sure a journal of your standing will not wish the utterly erroneous statement that sulphuric acid is used for the purpose of making beer, to go forth with your imprimatur.—Yours faithfully,

E. T. HARGRAVES.

52, Coleman st., E.C., April 7.

[We are relieved to find that our contributor's statement that sulphuric acid was sold for the purpose of making beer was incorrect. Personally, we were surprised, but left it in deference to him. Our correspondent, however, is the better authority, and in fact it seems that sulphuric acid is sold to make invert sugar and glucose, which in turn are used for brewing; so that, happily, the beer is one step removed from the acid. That is more satisfactory. Incidentally we may remark that the word "immediate," p. 401 line 24, *ant.*, should be struck out. The damages referred to were those recovered against Bostock & Co.—Ed. S.J.]

The Rule Against Perpetuities.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—With reference to the previous letters on this matter, and to your editorial note to the letter of "C. P. S." in your issue of the 29th of March, I venture to submit that the doubt as to the correctness of the distinction taken by Parker, J., is not warranted. To make the matter clear, it is perhaps best to repeat the words of Parker, J.: "A special power which, according to the true construction of the instrument creating it, is capable of being exercised beyond lives in being and twenty-one years afterwards is, by reason of the rule against perpetuities, absolutely void; but if it can only be exercised within the period allowed by the rule, it is a good power, even although some particular exercise of it might be void because of the rule." As I understand it, the distinction is between whether the power is good from the point of view of the persons by whom, the time when and the events on which it may, in accordance with the terms of the instrument creating it, be exercised, and whether it may be good having regard to the persons in whose favour it is, as a fact, actually exercised. It is usually referred to as the distinction between remoteness in creation and remoteness in exercise. In the first part of the sentence quoted from the judgment of Parker, J., it would seem that he is referring to remoteness in creation, and that there is nothing new or "heretical" in his statement of the law. The second part of the sentence does not, it is submitted, shew any inconsistency. The words

"if it can only be exercised" refer to its creation, i.e., the persons by whom it may be exercised, the time for its exercise, or the objects of the subject-matter of the power; the second part of the clause refers to an exercise of a power validly created, which exercise is bad because it, as a fact, transgresses the rule. The distinction is expressed very clearly in "The Laws of England," Vol. XXII., p. 353.

E. F. EMMET.

April 8.

CASES OF THE WEEK.

House of Lords.

SUGDEN (SURVEYOR OF TAXES) v. LEEDS CORPORATION.

7th and 14th Feb.; 3rd April.

REVENUE—INCOME TAX—AGGREGATE REVENUE FROM UNDERTAKINGS OF CORPORATION—STATUTORY DIVIDEND FUND ACCOUNT—LOANS CHARGED ON ALL UNDERTAKINGS AND REVENUE—DIVIDENDS PAID OUT OF PROFITS OR GAINS "BROUGHT INTO CHARGE"—INCOME TAX ACT, 1842, s. 102—MUNICIPAL CORPORATION ACT, 1882, ss. 139, 140, AND 5TH SCHEDULE—LEEDS CORPORATION (GENERAL POWERS) ACT, 1901, ss. 4, 33, 34, 36-49.

The Leeds Corporation, having deducted income tax from the dividends paid by them from the dividends fund before paying the same over to the persons entitled to receive the dividends, claimed an against the Crown to retain such tax to their own use, as money already having been "brought into charge" within the meaning of section 102 of the Income Tax Act, 1842.

Held, allowing the appeal of the Surveyor of Taxes, that the Leeds Corporation (General Powers) Act, 1901, distinguished between a fund to be created by a mandate of the Legislature and an account to be kept of that fund for its due administration; that it preserved instead of repealing the provisions of the earlier Acts, by which it was assumed that certain dividends were properly payable out of the several revenues respectively instead of being permissibly payable in general out of all resources in the aggregate; and that the portions of the income received in respect of the particular undertakings remained distinguishable portions of interest, although the security for the loans had been unified; and that therefore the dividends in question could not be treated as having been paid out of the profits which had already been brought into charge to the tax, and the corporation were not entitled to retain the tax deducted from such dividends.

Appeal by the Surveyor of Taxes against an order of the Court of Appeal (Kennedy, L.J. (dissentiente) (reported 10 L. G. R. 81, 105 L. T. 489), which reversed a judgment of Hamilton, J., upon a case stated by the General Commissioners of the Income Tax for the Division of Leeds Borough. The question raised was one that in a sense made the case a test action, as the decision would affect municipal corporations all over the United Kingdom, which in order to raise money for various undertakings, which included their waterworks, gasworks, and tramways, and other undertakings, for each of which they had obtained powers under private Acts, had issued stock. The point at issue between the parties was as to the right of the corporation to retain for their own use the tax upon a sum paid by way of interest or dividends on loans contracted by them amounting to £78,519, which tax they had deducted in paying the interest or dividends over to the persons entitled to them.

The House having taken time for consideration, HALDANE, C., in giving judgment, said that, broadly stated, the principle of the Income Tax Acts was to charge all income with tax, but in the hands of the same person only once. He agreed with the view taken by Hamilton, J., as to the effect of Leeds Corporation (General Powers) Act, 1901, and moved that the appeal should be allowed, and the judgment of that learned judge restored.

The EARL OF HALSBURY, LORD SHAW, LORD KINNEAR, and LORD MERSEY delivered judgments to the same effect.—COUNSEL, for the Surveyor, Sir R. Isaacs, A.G., Sir J. Simon, S.G., and W. Finlay; for the Corporation, Donckwaerts, K.C., Ryde, K.C., and W. J. Jeeves, SOLICITORS, H. Bertram Cox; Sharpe, Pritchard, & Co., for R. E. Fox, Town Clerk, Leeds.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

STUDLEY v. STUDLEY. No. 1. 5th and 7th April.

DIVORCE—PRACTICE—SUCCESSFUL INTERVENER—RESTRAINT UPON ANTICIPATION—"OPPOSITE PARTY"—JURISDICTION TO EXTEND PREVIOUS ORDER—MARRIED WOMAN'S PROPERTY ACT, 1893, s. 2—MATRIMONIAL CAUSES ACT, 1907, s. 3.

Where a woman named in a wife's petition for divorce obtained the leave of the court to intervene in the suit and defend herself from a charge of adultery, and was successful,

Held, that she was an "opposite party" to the petitioner within the meaning of the Married Woman's Property Act, 1893, s. 2, and was entitled to an order for the payment of her costs out of the wife's settled

property, the income of which was subject to a restraint upon anticipation, and to appoint a receiver of such income.

Held, also, that the court had jurisdiction to make a further order under the said section extending the scope of the first.

Appeal by the petitioner and cross-appeal by the intervener from an order of the President of the Divorce Division. In 1911 Mrs. Studley brought a petition for the dissolution of her marriage on the ground of her husband's cruelty and adultery, and the husband a counter petition on the ground of his wife's adultery with a named co-respondent. Both petitions were defended, and upon the case coming on for trial, the jury found that the husband had been guilty of cruelty, but that neither party had been guilty of adultery. In the particulars filed by the wife she had alleged that her husband had been guilty of adultery with one Mrs. Muriel Roche, who applied on the 10th of October, 1911, for leave to intervene in the suit, and an order was made that she should be added as a respondent. At the trial Mrs. Roche established her innocence, and Mrs. Studley obtained a decree for judicial separation, with costs, the payment of alimony, and custody of the children of the marriage, but was ordered to pay Mrs. Roche's costs. An application was made by Mrs. Roche on the 31st of May, 1912, for an order, under section 2 of the Married Woman's Property Act, 1893, that her costs should be paid out of property in which Mrs. Studley was entitled to a life interest under her marriage settlement, subject to a restraint upon anticipation during coverture. In the meantime, Mrs. Studley, having obtained fresh evidence, presented a second petition against her husband for dissolution, which was undefended, and a decree nisi was pronounced. On the 22nd of July, 1912, the President made an order in favour of Mrs. Roche that a receiver should be appointed until the decree was made absolute of one-half of the property in which Mrs. Studley had a life interest. By a further order Mrs. Studley was ordered to pay the intervener's costs to her solicitors. On the 10th of January, 1913, Mrs. Roche made a further application to the court, asking that the receivership should extend to the whole of the property in question, and that an order for its sale should be made. On the 18th of March the President ordered that the summons of the 10th of January should stand over until decree absolute, from which order both sides appealed, the petitioner asking that the summons should be dismissed; the intervener that the order asked for should be made. Counsel for the petitioner contended (1) that she was not a person who had instituted proceedings against Mrs. Roche within the meaning of the Act; (2) that the President had no jurisdiction to vary or extend his previous order, against which she had not appealed, and relied upon *Crickitt v. Crickitt* (1902, P. D. 177). On behalf of the intervener it was urged that she was an "opposite party" within section 2 of the Act, and reliance was placed on *Brown v. Dumbleby* (1904, 1 K. B. 28), *Wade v. Wade* (1905, P. D. 16), and *Eden v. Weardale Coal and Iron Co.* (35 Ch. D. 296). Section 2 of the Married Woman's Property Act, 1893, provides that in any action or proceedings instituted by a woman or her next friend, the court before which such action or proceeding is pending shall have jurisdiction by judgment or order from time to time to order payment of the costs of the opposite party out of property which is subject to a restraint upon anticipation, and may enforce such payment by the appointment of a receiver and the sale of the property or otherwise, as may be just.

COZENS-HARDY, M.R.—This case has been exceedingly well argued. The facts are peculiar. Mrs. Studley commenced proceedings for divorce against her husband, alleging that he had been guilty of cruelty and adultery. In the particulars she alleged that a Mrs. Roche was the person with whom the adultery was committed. Mrs. Roche was therefore in a position which can only be defined by reference to section 28 of the Matrimonial Causes Act, 1857—she was a person whom, if the court saw fit, it might direct should be made a respondent. A husband who alleges adultery with his wife against any man is bound to make him a co-respondent to the petition; a wife, however, is not so bound. Mrs. Roche then applied for leave to intervene, and on the 10th of October, 1911, it was ordered that she should be at liberty to intervene, and file an answer to the petition. Upon the suit coming on for trial the jury found that no adultery had been committed by the respondent with Mrs. Roche. The petitioner was ordered to pay Mrs. Roche's costs, with liberty to apply. That being so, we have to consider what is the position under the Married Woman's Property Act, 1893, in view of the fact that Mrs. Studley has, under her marriage settlement, a life interest in property, subject to a restraint upon anticipation. By section 2 of that Act a peculiar position is given to persons who have just claims against married women entitled to property which they are restrained from anticipating. An application was made under it by Mrs. Roche, and on the 22nd of July, 1912, an order was made by the President declaring that Mrs. Roche was entitled to receive one-half of the income of the property in which Mrs. Studley had a life interest until the decree was made absolute. In the meantime, Mrs. Studley had presented another petition, on fresh evidence, not affecting Mrs. Roche, against her husband, and this being undefended, obtained a decree nisi. Mrs. Roche then applied, in January last, for a receiver of the whole income, and for a sale of Mrs. Studley's interest in the property. His lordship, having read section 2 of the Act, proceeded: It is said that this section has no application to Mrs. Roche, as she was not an opposite party within the meaning of it; but it seems to me that when the court made the order of the 10th of October, 1911, it did make the person who was ordered to file an answer to the petition an opposite party. *Eden v. Weardale Iron and Coal Co.* (35

Ch. D. 296) is a conclusive authority upon this point. Then it is said that the order of the court exhausted its discretion in the matter of costs. I do not think this can be maintained. The court can extend its order to the rest of the property. Then, the third point is, what is the property out of which the court can order payment of costs? In my opinion it is the property which is subject to the restraint upon anticipation, and not merely that part of it which for the time being it effectively restrained from anticipation; that is, the income. Suppose, instead of being a life interest to which Mrs. Studley was entitled, it was a capital sum of £1,000, then the property referred to would be the whole £1,000, and not merely the life interest during coverture in the £1,000. Any property which the married woman has, subject to a restraint upon anticipation, is property which the court may make liable for costs under this Act. The *onus* is on the married woman to shew why an order should not be made against her. The court may make an order for the sale of the whole interest. I propose to dismiss this appeal, having intimated the limits of the learned judge's discretion, without going further.

BUCKLEY, L.J., who delivered judgment to the same effect, said that, to his mind, it was quite immaterial whether Mrs. Roche was made a party under section 28 of the Act of 1857 or under section 3 of the Act of 1907—in any case, she became an opposite party, for she denied what Mrs. Studley alleged. To endeavour to divide the property and discriminate between her enjoyment of property subject to a restraint and her enjoyment, which was not so subject, was to make an impossible distinction. Both appeals would be dismissed, the cross-appeal without costs, and the case remitted to the President to deal with the summons.—COUNSEL, *Macnaghten*; *Tyldesley Jones*. SOLICITORS, *Michael Abrahams, Son, & Co.*; *Pontifex, Pitt, & Johnson*.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

BATTERSEA BOROUGH COUNCIL v. COUNTY OF LONDON ELECTRIC SUPPLY CO. (LIM.). Joyce, J. 9th April.

ELECTRIC LIGHTING—CONNECTING TWO AREAS OF SUPPLY OF ONE COMPANY BY MAINS—EXISTING MAIN—POWER TO MAKE NEW CONNECTION—LONDON ELECTRIC SUPPLY ACT, 1908 (8 EDW. 7, c. CLXVII), s. 4 (2).

A company to which the London Electric Supply Act, 1908, applies has power under s. 4 (2) of that Act to make a connection by means of a main passing outside their area, between two authorized areas of supply, although there is an existing connection between the two areas constructed previous to the passing of the Act.

This was a motion by the plaintiff council for an injunction to restrain the defendant company from breaking up certain streets within the plaintiff council's district for the purpose of laying an electric main to connect two areas of supply of the defendant company. The defendant company was an authorized undertaker under the London Electric Supply Act, 1908, having areas of supply at Wandsworth, Camberwell, Southwark, Bermondsey, and Clerkenwell, and generating stations at Clerkenwell and Wandsworth. The Wandsworth and Southwark areas, which were not contiguous, were connected by a main constructed previous to the date of the Act, passing through Lambeth, and the defendant company now proposed to make a new connection between these two areas by means of a main passing under streets in the borough of Battersea. The plaintiff council moved for an injunction to restrain the company from making the proposed connection, contending that, inasmuch as the two areas in question were already connected by an existing main, the defendant company had no power under the Act to make a second connection. Section 4 (2) of the Act provides that an authorized undertaker may, by means of electric mains, make a connection between any two or more areas which that authorized undertaker is authorized to supply, or between any such area and a generating station of the authorized undertaker. For the company it was argued that they were empowered by the Act to make a connection, and their right was not affected by the fact that they already had a connection, previously made, existing.

JOYCE, J., giving judgment, said that this was an application to restrain the defendants from making a connection between two areas supplied by them in pursuance of powers alleged to be conferred by section 4, sub-section 2, of the London Electric Supply Act, 1908. It was said that the defendants were not entitled to make any such connection because before the passing of the Act they did somehow make a connection between the two areas in question, and at the present time had a connecting main, good or bad, efficient or inefficient. It was said that the section empowered the defendants only to make one connecting main, and they had no power to do so if they already had a connection made before the date of the Act. His lordship could not follow this argument, and did not so read the Act. The *onus* was on the plaintiffs to establish that construction of the Act, and he failed to see that they had done so. Accordingly, he declined to grant an injunction.—COUNSEL, *Hughes, K.C.*, and *S. Mayer*; *Sir C. A. Cripps, K.C.*, and *Tyldesley Jones*. SOLICITORS, *Paul Caudwell*; *Sydney Morse*.

[Reported by R. C. CARRINGTON, Barrister-at-Law.]

CASES OF LAST SITTINGS. Court of Appeal.

HARROWING STEAMSHIP CO. v. WILLIAM THOMAS & SONS.
No. 2. 25th Feb.; 14th March.

SHIP—CHARTER-PARTY—LUMP SUM FREIGHT—NON-ARRIVAL OF CHARTERED VESSEL—DELIVERY OF SUBSTANTIAL PART OF CARGO—RIGHT TO RECOVER FREIGHT.

A charter-party made between the plaintiffs and the defendants provided that a vessel was to proceed to a named port, and there load a full cargo of pit props, and should then proceed to Port Talbot and deliver the same on being paid a lump sum of £1,600 "on unloading and right delivery of the cargo." The charter-party contained an exception clause, exempting the shipowners from, *inter alia*, perils of the sea. The ship with her cargo loaded arrived at Port Talbot, but before she was able to get into dock she went ashore, and eventually became a total wreck. The deck cargo was swept off. Some of it was stranded on the beach and some was not recovered. The rest of the cargo was washed out or was got out by holes being made in the ship's side. A considerable part of the cargo was collected and placed on the premises of the dock company, who held it under a lien for the plaintiffs' freight and for their own charges. The defendants claimed the cargo free of any charge, and an order was made that it should be delivered up on deposit by the defendants of the sum claimed. In an action brought to recover the amount of the freight,

Held, that the lump sum freight was payable, notwithstanding the non-arrival in dock of the ship, and notwithstanding the fact that the whole of her cargo had not been delivered.

Decision of Pickford, J. (56 SOLICITORS' JOURNAL, 796; 1912, 3 K. B. 321), affirmed.

Appeal by the defendants from a judgment of Pickford, J., in an action to recover £1,347 9s. as the balance of freight due under a charter-party dated the 1st of September, 1911, and made between the plaintiffs, as shipowners, and the defendants, as charterers, with reference to the carriage of a cargo of pit props by the plaintiffs' steamship *Ethelwald*. The charter-party provided that the ship should load a complete cargo of pit props at a port in Finland, and should proceed to Port Talbot, and there deliver a cargo on being paid a lump sum of £1,600. The charter-party contained an exception clause, exempting the shipowners from, *inter alia*, perils of the sea. The *Ethelwald* reached Port Talbot, and was unable to get into the dock when she arrived, and before she was able to do so, either through breaking her anchor or through her cable parting, she went ashore. Her deck cargo was swept off, and some was stranded on the beach and some was not collected at all. The rest of the cargo was washed out. The master made a contract for such cargo as could be recovered to be collected, and such cargo was afterwards held by the dock company under a lien for freight for the shipowners and under a lien for their own charges. It was contended on behalf of the plaintiffs that they had performed their contract, except in so far as they had been prevented from delivering a portion of it through an excepted peril. It was argued on behalf of the defendants that lump-sum freight was not payable as freight, but as a payment for the use of the ship, and unless and until the ship arrived, no freight was payable. Pickford, J., held that the plaintiffs were entitled to recover the full amount, as they had performed their contract under the charter-party, such cargo as was lost being lost by an excepted peril. The defendants appealed.

THE COURT took time for consideration.

Their lordships (VAUGHAN WILLIAMS, FARWELL, and KENNEDY, L.JJ.) gave judgment in which they affirmed the decision of Pickford, J., on all points. Accordingly the appeal was dismissed.—COUNSEL, for the appellants, *Maurice Hill, K.C.*, and *D. C. Leek, K.C.*; for the respondents, *George Wallace, K.C.*, and *C. R. Dunlop*. SOLICITORS, *Trinder, Capron, & Co.*; *Holman, Birdwood, & Co.*

[Reported by ENRIQUE BIRD, Barrister-at-Law.]

High Court—Chancery Division.

Re WOODWARD, KENWAY v. KIDD. Swinfen Eady, J.
3rd March.

EVIDENCE—REGISTER OF BIRTHS, MARRIAGES AND DEATHS—NON-PAROCIAL REGISTERS—SOCIETY OF FRIENDS—DIGEST OF THE REGISTER—PUBLIC DOCUMENTS—CERTIFICATE OF THE RECORDING CLERK—NON-PAROCIAL REGISTERS ACT, 1840 (3 & 4 VICT. c. 92), ss. 6, 9.

The non-parochial registers of births, marriages and deaths are only admissible in evidence in so far as they have been made so by statute.

By the Non-parochial Registers Act, 1840 (3 & 4 Vict. c. 92), ss. 6 and 9, 1,500 volumes of the Registers of the Society of Friends were deposited at Somerset House, and extracts from them were made admissible in evidence, but they were not indexed, and accordingly it was sought to put in evidence certified extracts from the digest of these registers, which digest was still in the custody of the Society.

Held, that these extracts were inadmissible.

This was a summons to proceed with an inquiry as to the next of kin of the testator, Walter Woodward, whose executors and residuary legatees had predeceased him. It was adjourned into court on the question whether the usual Quaker certificates of births, marriages,

deaths and burials were admissible in evidence. It appeared that the Society of Friends had always kept very complete registers of the births, marriages, deaths and burials of its members from the time of its foundation in 1650 to the present time. In 1840 the 1,500 registers prior to the 1st of July, 1837, when the Births, Marriages and Deaths Registration Act, 1836 (6 & 7 Will. 4, c. 86), came into operation, were deposited at Somerset House under the Non-parochial Registers Act, 1840, an accurate digest having been previously made and retained by the Society, and the entries checked by the Recording Clerk at the time. The deposited registers became statutory evidence under section 6 of the Act, and the entries were provable by certificate under the seal of the general register office under section 9. Since, however, there was no sort of index to the 1,500 volumes at Somerset House, it was practically impossible to trace any entry without first obtaining a certified extract from the digest. This was issued by the Recording Clerk in the form of a certificate at the usual charge. It contained all the essential particulars, and the Recording Clerk gave evidence to prove that for the past seventy years since the digest was made similar certificates had been accepted in courts of justice and by banks and insurance companies without question. In these circumstances 140 certificates of births, marriages, deaths and burials prior to the 1st of July, 1837, had been obtained from the Recording Clerk at a cost of £25 1s. 8d., the pedigree since that date being proved in the usual way. The master, being doubtful as to the admissibility of the Quaker certificates, the summons to proceed was adjourned into court on that point. The plaintiff, one of the next of kin and administratrix with the will annexed, and the defendant, another of the next of kin, relied on the seventy years' practice, and counsel for both parties contended that the certificates, though not statutory evidence, were admissible at common law, and that in the circumstances they ought not to be compelled to procure duplicate certificates.

SWINFEN EADY, J., after stating the facts, said: I am of opinion that this evidence is inadmissible. Before the Non-parochial Registers Act, 1840 (3 & 4 Vict. c. 92), these non-parochial registers were not legal evidence. That Act ordered them to be deposited at Somerset House, and made the properly authenticated extracts from them admissible as evidence. The cases of *Ex parte Taylor* (1820, 1 Jac. & W., 485) and *Whittuck v. Waters* (1830, 4 C. & P. 375) go to show that this digest, the extracts from which it is sought to put in evidence, would not have been admissible in evidence before the Act of 1840, and the Act has not made such digest admissible. The registers of the Society of Friends, though kept with scrupulous care, regularity and accuracy, were not kept by any public authority or in the performance of any public duty, and were not legal evidence, except so far as made so by statute. There is a further objection to the particular extracts—viz., that they are not extracts from the registers themselves, but from a digested copy, the original register being in existence, duly deposited at the General Register Office, and capable of proof in the manner provided by statute by a certified copy under the seal of the General Register Office. The certified extracts from the digest are therefore inadmissible.—COUNSEL, T. J. C. Tomlin; Ashton Cross. SOLICITORS, Richard F. C. L. Smith; Lee, Ockerby, & Everington.

[Reported by L. M. MAY, Barrister-at-Law.]

MUNDAY v. SOUTH METROPOLITAN ELECTRIC LIGHT CO. AND NEW GUTTA PERCHA CO. Swinfen Eady, J. 6th March.

PRACTICE—JOINDER OF DEFENDANTS—PARTIES—SEPARATE CAUSES OF ACTION—CLAIM FOR DAMAGES—RULES OF THE SUPREME COURT, XVI., RR. 1 AND 4.

The plaintiff brought one action against these two defendants claiming an injunction and damages in respect of an alleged wrongful use of a right of way. One of the defendants took out a summons asking that the plaintiff might be ordered to elect against which defendant he would proceed, and that the motion might be dismissed with costs against the other defendant.

Held, that in this case the extent of each defendant's right of way, the extent of the damage done, and the liability of each defendant for the acts of his servants would all be separate questions, and would prevent the operation of the extended rule 1 of order 16, and would leave the case still within the ruling in *Sadler v. Great Western Railway Co.* (1896, A. C. 450), and accordingly that the action must be stayed against one defendant, but without prejudice to the right of the plaintiff to commence separate proceedings against the dismissed defendant.

This was a summons taken out by the South Metropolitan Electric Light Co., asking that the plaintiff in this action might be ordered to elect against which defendant he would proceed, and that the motion might be dismissed with costs against the other defendant. The plaintiff was the owner and occupier of 54, Croome-hill, Greenwich. He had a right of way over a narrow lane known as Mays Buildings Mews, about 12 ft. wide, leading from the high road, and running close alongside his house and garden wall for a distance of 240 ft. or thereabouts, which gave access to a back door leading into his garden, and also led to two factories or premises occupied by the two defendant companies. The plaintiff brought this action against both defendants for an injunction to restrain a nuisance and for damages. The statement of claim alleged that the Electric Light Co.'s works were erected in 1902, up to which time the site had been used for garden ground, and they had a right of way for the purposes of such ground only; and that the Gutta Percha Co.'s works had been erected in 1903, up to which time the site had been used for the purposes of garden ground and stables,

and they had a right of way for the purposes of such ground and stables only. It then alleged that the defendant companies had since 1903, and did continually through each day, wrongfully cause numbers of carriers' carts and others to drive along Mays Buildings Mews heavy lorries, waggons and other vehicles with loads of heavy merchandise, including huge reels of cable and coils of wire and other heavy materials weighing three tons or thereabouts, and to turn such lorries in the Mews, causing a nuisance by the noise made by the shouting and swearing of the workmen, tramping of horses, jingling of harness, and the bumping and grating of the said vehicles against the wall. He also alleged that the said traffic had cut up the surface of the Mews, and made it foundrous, and caused an obstruction to his right of way, and had caused structural damage to his house and wall by vibration. He claimed an injunction and damages against both defendant companies. Counsel for the South Metropolitan Electric Light Co. contended that the causes of action against the two defendant companies were quite separate, and that they should not have been joined as co-defendants, and that such joinder was not justified by ord. 16, r. 4, and that, accordingly, the plaintiff must elect to proceed against one defendant, and the action must be stayed against the other. He relied on the case of *Sadler v. Great Western Railway Co.* (1896, A. C. 450). Counsel for the plaintiff relied on the case of *Compania Sausinena de Carnes Congeladas v. Houlder Bros. & Co. (Limited)* (1910, 2 K. B. 354), as showing that ord. 16, r. 4, applied to cases where the causes of action were substantially the same. It was not necessary that the causes of action should be identical. In this case the causes of action were substantially the same. *Sadler v. Great Western Railway Co.* (ubi supra) was a case of joinder of plaintiffs under the old ord. 16, r. 1, before it was altered in 1896, and it does not apply here, because it was decided on the ground that the order only applied to joinder of parties and not to joinder of causes of action, which ground cannot now be supported.

SWINFEN EADY, J., after stating the facts and reading ord. 16, rr. 1 and 4, by which rules joinder of parties is permitted where, if separate actions were brought, any common question of law or fact would arise, said: In my opinion it cannot be said that any common question of law or fact would have arisen if separate actions had been brought in this case. The extent of each defendant's right of way, the extent of the damage done, and the liability of each defendant for the acts of his servants would all be separate questions here. Despite alteration in these rules, I am of opinion that this case is within the ruling in *Sadler v. Great Western Railway Co.* (ubi supra), and I accordingly hold that the plaintiff must elect which defendant he will proceed against. The action must be dismissed against the other defendant with costs, but this will not prejudice the right of the plaintiff to bring a fresh action against the other defendant.—COUNSEL, T. J. C. Tomlin; A. E. Hughes; Hon. Frank Russell, K.C., and C. Johnston Edwards. SOLICITORS, Travers-Smith, Braithwaite & Co.; Wainwright & Pollock; Alfred Howard.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

MORISON v. LONDON COUNTY AND WESTMINSTER BANK. Coleridge, J. 18th Jan.; 3rd March.

BANKER—CROSSED CHEQUE—SIGNATURE BY PROCURATION—MISAPPROPRIATION BY AGENT—LIABILITY OF COLLECTING BANKER—BILLS OF EXCHANGE ACT, 1882 (45 & 46 VICT., c. 61), ss. 25, 82.

A managing clerk was in complete control of the plaintiff's (his principal's) business. In 1898 the plaintiff gave N. Bank written authority to pay and honour all cheques drawn by the clerk purporting to be drawn by him "per pro Bruce Morison" or on "Bruce Morison's Account." In 1907 the clerk opened a private account with the defendant Bank, and in fraud of the plaintiff drew and endorsed cheques on N. Bank in his own name "per pro Bruce Morison" payable to himself or the defendant Bank, and paid them into his private account. In 1908 the plaintiff found that the clerk had been defrauding him of large sums, but allowed him to remain in his employment. The plaintiff never knew at any time that the clerk had opened an account with the defendant bank or had transferred to that account his firm's moneys. The plaintiff now sued the defendant bank for £1,885 3s. 9d., these moneys. The defendants relied on section 82 of the Bills of Exchange Act.

Held, that section 25 of the Bills of Exchange Act must be read with section 82, and that as by section 25 the defendant bank had notice that the principal would only be bound if the agent was acting within the limits of his limited authority, the defendant bank were liable to the plaintiff for the conversion of the cheques.

Held, also, on the evidence (see infra), that the fact that the cheques had been met for a considerable period or that inquiry at the N. Bank would not have revealed the frauds, was no defence, and did not relieve the defendant bank from the duty of inquiring from the plaintiff; that the plaintiff had not ratified the acts of the clerk; and that the defendants could not rely on the defence of estoppel.

Claim for £1,885 3s. 9d. as money had and received by the defendants to the use of the plaintiff, or alternatively the same sum as damages for the conversion of certain cheques. The plaintiff, carrying on business as Bruce Morison & Co., had a banking account at the National

Provincial Bank in London, which was used for the purposes of his business. He left the business entirely in the hands of one Harry Abbott. On the 7th of April, 1888, he gave the bank written authority to pay and honour all cheques drawn by Abbott purporting to be drawn by him *per pro* Bruce Morison or on Bruce Morison's account. In 1907 Abbott opened a private account with the defendant bank, and in fraud of the plaintiff drew and endorsed cheques on the National Provincial Bank in his own name *per pro* Bruce Morison & Co., payable to himself or the defendant bank, to the amount sued on, and paid them into his private account. These cheques were crossed specially "London County and Westminster Bank." In 1908 the plaintiff discovered that Abbott had been defrauding him of large sums, but believed Abbott's explanation that he had been speculating in the firm's name and on the firm's account, hoping to make profits for the firm, and finally allowed him to remain in his employment, tying him down with specific instructions in writing on the 16th of November, 1909, not to incur any liabilities except with the plaintiff's sanction, except the ordinary business of the company, and not to gamble or speculate in his name or in that of the firm or otherwise. The plaintiff knew that besides these losses Abbott had a cash account with the firm, and purported to have drawn a sum of £306 from the firm, but did not apparently pay much attention to this. The plaintiff, after discovery of the fraud of Abbott, seems still to have trusted to his statements and explanations, and was undoubtedly careless and negligent in not fully informing himself of what was in fact going on. He never knew at any time that Abbott opened an account in his own name with the London and Westminster Bank or transferred to that account moneys belonging to the firm. Abbott never had any authority from the plaintiff to open the said account or deal thus with the moneys of the firm. By section 82 of the Bills of Exchange Act, 1882: "Where a banker in good faith and without negligence receives payment for a customer of a cheque crossed generally or specially to himself, and the customer has no title or a defective title thereto, the banker shall not incur any liability to the true owner of the cheque by reason only of having received such payment." *Cur. adv. vult.*

March 3.—COLERIDGE, J., having stated the facts, continued: The question is, can the plaintiff recover against the defendants, or are the defendants protected by section 82 of the Bills of Exchange Act, 1882? If not, has the plaintiff ratified the transaction? Or, again, is he estopped from impugning the conduct of Abbott? It is clear that as between the plaintiff and the National Provincial Bank the plaintiff had given the bank authority to cash the cheques drawn by Abbott *per pro* Bruce Morison & Co., and it was not the business of the National Provincial Bank to inquire to what purpose the money was applied: see *Backhouse v. Charlton* (8 C. D. 444). The plaintiff could have no right of action against the National Provincial Bank in respect of any cheques signed by Abbott within the letter of the authority given to them. Was, then, the London and Westminster Bank, the defendants, the private bank of Abbott, in any worse position with regard to the plaintiff than the National Provincial Bank? *Prima facie*, they were clearly guilty of conversion; but they plead section 82 of the Bills of Exchange Act, 1882, by way of defence. Section 25 of the Bills of Exchange Act, 1882, declares that a signature by procuration operates as a notice that an agent has but a limited authority to sign, and the principal is only bound by such signature if the agent so signing was acting within the actual limits of his authority. This section is declaratory of the common law. Misapplication of the proceeds of such a cheque by the agent does not bind the principal where the limited authority is exceeded. It is argued for the plaintiff that while, as between the plaintiff and the National Provincial Bank, such authority has not been exceeded, as between the plaintiff and the defendant bank it has been exceeded. What effect, then, had section 25 upon section 82? I think the two sections must be read together. It has been suggested that section 25 only protects the true owner of the cheque when he is being sued upon it, and does not enable him to succeed when the money has been paid, and he is claiming for money had and received or for conversion. Darling, J., has held that this is not the true interpretation in *Morison v. Kemp* (29 T. L. R., at page 70), and I agree. If, then, it is to be read together with section 82, the collecting banker, claiming the protection of section 82, cannot dispute that when he receives a cheque which is signed by procuration, he has notice that the agent has but a limited authority to act on behalf of his principal. As regards the London and Westminster Bank, they had no instructions from the plaintiff, and I am of opinion that the effect of reading sections 25 and 82 of the Bills of Exchange Act, 1882, together is that, in the case of the defendants, they must be taken to have had notice that the plaintiff, as principal, would only be bound if the agent was acting within the limits of his limited authority. In fact, the defendants made no inquiries. Were they bound to do so? And, if so, what inquiries should they have made, and of whom? I think they were bound to make inquiries into the extent of the limited authority: see *per* Mr. Justice Bayley in *Attwood v. Munnings* (7 B. and C. 278), *Smith v. Prosser* (1907, 2 Q. B. 751), *Bissell v. Fox* (53 L. T. N. S. 193), and *Hannan's Lake View Central, Limited v. Armstrong* (16 T. L. R. 236). If the defendants, the collecting bank, made no inquiries, or inadequate inquiries, and if the agent has exceeded the limits of his authority, the defendants take the risk, and must suffer for their temerity. Therefore I am of opinion that in not making these inquiries the defendants were negligent. It was said that the fact that the cheques were met during a considerable period entitled the defendants to presume that the authority to deal with the cheques was not exceeded; moreover, that inquiry of the National Provincial Bank would have been sufficient, and the defendants would then have been told that everything was in order.

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I do not think those arguments to be sound. The defendants knew that this was the case of an agent with limited authority using the moneys of his firm by paying them in to his private account at another bank. This, I think, should have called for inquiry of the plaintiff, whose moneys were being dealt with. The further defence was raised that the plaintiff had ratified the acts of Abbott, or had so conducted himself as to be estopped from suing on the cheques. As to ratification, although it is true the plaintiff knew in 1908 that Abbott had placed some of his money to a private account in the firm's books, and generally that Abbott had robbed him in the past, and, after this, authorized Abbott to draw cheques *per pro* Bruce Morison & Co. on the firm's banking account for the purpose of the business, yet he did not know until the end of 1911 that Abbott had drawn these particular cheques, nor did he at any time know that Abbott had opened a private account of his own, and paid them into that account for his own purposes. This is a long way from being a ratification of Abbott's acts in drawing and misapplying these particular cheques in question. This is not a case of abstaining from informing where there is a duty to inform—*Freeman v. Cook* (2 Ex. 654)—or of wilfully causing another to believe certain facts and thus inducing him to alter his position, as in *Pickard v. Sears* (6 A. and E. 474). You cannot ratify what you do not know. With regard to estoppel, I think the authorities establish that, for the defendants to succeed in their plea of estoppel in this case, they must satisfy the court of three things: First, that the plaintiff owed some duty to the defendants; secondly, that there was a neglect of that duty; and thirdly, that such neglect was the proximate cause of Abbott's drawing and misapplication of these cheques. First, I do not think the plaintiff owed any duty to the defendants to see that Abbott did not exceed his authority. There was no contractual relationship existing between them; in fact, he did not know of their existence in this connection. There is no duty incumbent upon the acceptor of a bill or drawer of a cheque towards subsequent holders to see that the bill or cheque is such that it cannot be fraudulently altered after it has left his hands: *Scholfield v. Lord Lonsborough* (1896, A. C. 514). Secondly, where there is no duty there can be no neglect of duty: see the judgment of Lord Justice Brett in *Patent Safe Gun Cotton Company v. Wilson* (49 L. J. C. P. 713). Thirdly, if there was a duty and a neglect of the same, to create an estoppel the negligence must be immediately connected with the misapplication of these cheques: see *Bank of Ireland v. Evans' Trusts* (5 H. L. C. 410). There must be negligence in the performance of a duty to the person who sets up the estoppel. At the most in this case there was general carelessness in his business on the part of the plaintiff. But the negligence must be in or immediately connected with the transaction itself, and must have been the proximate cause of the loss: see *Keptigalla Rubber Estates, Limited v. National Bank of India* (1909, 2 Q. B. 1010). For these reasons I think that the defendants were negligent in dealing with the plaintiff's cheques, and that the plaintiff did not ratify the acts of his agent Abbott; nor have the defendants proved facts which entitle them to say that the plaintiff is estopped from repudiating the authority of his agent; and there must be judgment for the plaintiff for the amount claimed and costs.—COUNSEL, for the plaintiff, Greer, K.C., Bartley Dennis, and Garrod; for the defendant, Atkin, K.C., and R. A. Wright. SOLICITORS, Fraser & Christian; Donald McMillan & Mott.

[Reported by C. G. MORAN, Barrister-at-Law.]

Societies.

The General Council of the Bar.

Mr. W. R. Sheldon has been appointed a member of the Bar Council to fill the vacancy caused by the appointment of Mr. (now Sir) Charles H. Sargent to be a Justice of the High Court.

United Law Society.

A meeting of the above society was held on Monday, 7th April, at 3, King's Bench-walk, Temple, E.C. Mr. R. S. Cockburn moved: "That the case of *Latham v. R. Johnson & Nephew* (Limited) (1913, 1 K. B., 398) was wrongly decided." Mr. Cox Sinclair opposed. The following gentlemen also spoke:—Messrs. M. Dawson, G. Lailey, B. B. Kanga, C. P. Blackwell, T. Jamieson, R. Turnbull, S. E. Redfern. The motion was lost by one vote.

Solicitors' Benevolent Association.

The directors held their usual monthly meeting at the Law Society, Chancery-lane, on the 9th inst., Mr. Richard S. Taylor being in the

chair, and Messrs. T. S. Curtis, Alfred Davenport, W. Dowson, C. G. May, W. Arthur Sharpe, R. W. Tweedie, and W. M. Walters being present. Grants to the amount of £300 were made to poor and deserving cases, six new members were admitted, and other general business transacted.

The Union Society of London.

The twentieth meeting of the 1912-1913 session was held at 3N, King's Bench-walk, Temple, on Wednesday, the 9th of April, at 8 p.m. The president, Mr. George F. Kingham, was in the chair. Mr. E. J. Harvey moved the following motion: "That this house considers that a curtailment of the jury system is desirable." Mr. A. W. Armitage opposed. The following members also spoke:—Messrs. Hicks, Counsell, Safford, Bright, Ambrose, Willson, Schiremeister-Marshall, Dr. Pollen, Harry Geen, Guy-Baker, and Pace. The motion was lost.

Obituary.

Mr. R. H. B. Marsham.

Mr. Robert Henry Bullock Marsham, who had been a metropolitan police magistrate since 1879, died at his country house, Bifrons, near Canterbury, on Saturday night. He had been in ill-health for two or three weeks, but continued to sit at Bow-street Police Court until about ten days ago, when he was seized with an attack of bronchitis. Mr. Marsham was the grandson of Canon the Hon. Jacob Marsham, brother of the first Earl of Romney and Canon of Windsor and Prebendary of Rochester and Wells, and the second son of Robert Bullock Marsham, D.C.L., who was Warden of Merton College, Oxford, from 1826 till his death in 1880. He was born on the 3rd of September, 1833, and graduated at Merton in 1855. In 1860 he was called to the Bar by the Inner Temple, having obtained a studentship in 1858, and joined the South-Eastern Circuit. From 1868 to 1879 he was Recorder of Maidstone, and in the latter year he was appointed a metropolitan police magistrate, sitting first at the Greenwich and Woolwich courts, and being transferred to Westminster in 1897 and to Bow-street in 1899.

Mr. Marsham was the magistrate who rode through the crowds with an escort of mounted police and with the Riot Act in his pocket on "Black Sunday" during the Trafalgar-square riots in 1886. He was one of the most gentle and patient men who ever sat in a police court. He was never ruffled and never raised his voice in anger. Advocates and prisoners alike met with the same courtesy from him. Every one who had a right to be heard was listened to with the same patient forbearance and kindly attention. He was one of the most ardent supporters of the principle embodied in the First Offenders Act, and even when the circumstances of a case called for exemplary punishment his sentences were always tempered with mercy. He is still remembered at Westminster for the keen interest he took in the administration of the Poor Box funds.

Though he never took anything like the position in the cricket field gained by his younger and still surviving brother, the Rev. C. D. Marsham—one of the most famous of amateur bowlers—Mr. Marsham in his young days was a good player. At Oxford he was in the eleven only one year, being on the losing side in 1856. The match was a very close one, Cambridge, thanks to the splendid all-round cricket of Mr. Joseph Makinson, winning by three wickets. Mr. Marsham had the distinction of being chosen for the Gentlemen against the Players at Lord's in 1859 and 1860, and also for the Gentlemen under thirty against the Players under thirty in 1862. His best score in these three matches was twenty-four in 1862, when he opened the Gentlemen's first innings with the late Mr. E. M. Grace. The Players won all three matches very easily. Mr. Marsham, in his later years, kept up his interest in the game, and was often to be seen at the important matches at Lord's and at the games during the Canterbury Week. He married,

in 1871, Laura, only daughter of Mr. George Field, of Ashurst Park, Kent, and leaves issue two sons and two daughters.

Mr. R. L. G. Vassall.

Mr. Robert Lowe Grant Vassall, chairman of the Taff Vale Railway Company, died on Sunday afternoon at his residence, Oldbury Court, Bristol, at the age of eighty-three. Mr. Vassall was admitted a solicitor in 1852, and was the oldest practising member of the profession in the city. In 1879 he filled the office of Sheriff of Bristol, and in addition he was identified with the leading Church and Conservative organisations of the district. For many years he was a director of the Taff Vale Railway Company, and he was elected deputy-chairman in 1892 and chairman seven years later. He played a conspicuous part in the action brought in 1900 by that company against the Amalgamated Society of Railway Servants, an action which led to the passing of the Trades Disputes Act. Throughout this long and intricate litigation Mr. Vassall's legal knowledge, wide experience, and character proved of immense service to the company. Mr. Vassall, who was the son of Mr. William Vassall, of Winterbourne Court, Gloucestershire, married, in 1856, Matilda Paulina, daughter of Mr. William Phillips, of Witeton Court, Monmouthshire. She died five years ago.

Legal News.

Changes in Partnerships, &c.

Dissolutions.

ARDEN FRANCIS TERRELL SHAPLAND and COLIN CARLTON PIERCY, solicitors (Evershed, Shapland, & Piercy), 20, Princes-street, Brighton. March 31. The said Arden Francis Terrell Shapland will continue the said business under the style or firm of Evershed & Shapland.

JAMES GORDON WENDEN and REGINALD HERBERT PENLEY, solicitors (Vizard, Wenden, & Penley), Dursley, Gloucestershire. March 25. [Gazette, April 4.]

ERNEST TURNER and ALFRED TURNER, solicitors (Alfred Turner & Son), 13, Great Alie-street, Whitechapel. March 31. Such business will be carried on in the future by the said Alfred Turner. [Gazette, April 8.]

General.

Commenting on the 7th inst. at Leicester Quarter Sessions on the Government proposal with regard to convicted suffragists who adopt the hunger strike, the Recorder (Mr. M. C. Buszard, K.C.), said he could not but think that this "cat and mouse" legislation was entirely antagonistic to all they had hitherto known of the administration of the criminal law. He quite admitted that Mr. McKenna was in a most difficult position, but if people defied the law they must take the consequences. If people chose to carry their resistance to the law to such an extent that it caused them serious ill-health and possibly endangered their lives they must be held entirely responsible for their own acts.

Mr. William Augustus Gordon Hake, the oldest English barrister, reached his 102nd birthday on Friday, the 4th inst. Born at St. David's Hill, Exeter, Mr. Hake received part of his early education at the Lewes Grammar School, and was entered at the Middle Temple in 1823. Between that year and his call to the Bar, on the 8th of May, 1835, he lived in Glasgow. Afterwards he practised mainly on the South-Eastern Circuit. One of his most vivid recollections is having been briefed for the defence in a case of sheep stealing on the last occasion on which the penalty for that offence was death. He recalls how, to preserve the rules of his profession that its members should not drive in a public conveyance, he often walked thirty miles, as he could not afford

£90,000 FOR MORTGAGE.

Messrs. COLLINS & COLLINS, Surveyors,
are requiring

SEVERAL FIRST-CLASS SECURITIES FOR SUBSTANTIAL AMOUNTS.
PRIORITY WILL BE GIVEN TO AGRICULTURAL LAND
AND FREEHOLDS IN THE CITY AND WEST-END.

Principals or their Solicitors are invited to communicate, in confidence, with

The Lenders' Surveyors, Messrs. COLLINS & COLLINS,

37, South Audley Street, Grosvenor Square, W.

to pay for a postchaise. Mr. Hake was first cousin of General Gordon. He has lived at 3, Old Steyne, Brighton, since 1864.

From about thirty candidates for the vacant office of City Remembrancer the Officers and Clerks' Committee selected on Friday, the 4th inst., the following five:—Mr. E. A. Ebbelwhite, barrister, clerk to the Gardeners and Tin Plate Workers' Companies; Mr. Walter Moon, solicitor to the Metropolitan Water Board; Mr. H. Stuart Sankey, L.C.C., Recorder of Margate and lieutenant-colonel of the Inns of Court Rifles; Mr. J. Dixon Taylor, chief clerk in the Remembrancer's department; and Mr. E. R. Woodward, barrister, and clerk to the City Board of Guardians. From these the Corporation will select one at their meeting on the 17th inst.

Mr. Masterman, in reply to Mr. Ginnell, states in the Parliamentary papers that the salaries of the English and Irish Law Officers, as shown in the annual estimates, and the fees (including clerk's fees), as shown in the appropriation accounts 1911-12, are as follows:—

	Salary.	Fees in 1911-12.
England.	£	£ s. d.
Attorney-General	7,000	6,321 17 5
Solicitor-General	6,000	4,247 6 0
Ireland.		
Attorney-General	5,000	646 16 0
Solicitor-General	2,000	405 6 0

Mr. Masterman adds that the total of fees for 1912-13 is not yet available.

The Lord Mayor, the Sheriffs, and the president of the Law Society were guests on the 4th inst. of the 'City of London Solicitors' Company at a dinner given at Merchant Taylors' Hall. Sir Thomas Berridge, the Master, presided, and among those present were Lord Moulton, Mr. Justice Eve, Mr. Justice Horridge, Mr. Justice Bailhache, Mr. Justice Sargant, Sir Robert Finlay, M.P., Sir Charles Mathews, Sir Homewood Crawford, Sir William Peat, Sir Charles Henry, Sir William Crump, Sir George Riddell, Mr. Hamar Greenwood, M.P., Mr. Worthington Evans, M.P., Mr. J. J. Macpherson, M.P., and the Masters of the Pewterers', the Merchant Taylors', the Girdlers', and the Glass Sellers' Companies. Mr. Justice Eve, responding to the toast of "The Legal Profession," proposed by Sir William Crump, the immediate Past Master, said that the interests of every branch of the profession were identical. The course from which all reform ought to originate was the profession itself. Mr. C. L. Samson, president of the Law Society, also responded.

Judgment was given in the City of London Court, last week, says the *Times*, in a case which concerned a point of importance to solicitors. Mr. J. M. Dallas, a civil servant, of Clapham-park, sued Messrs. R. Miller, Wiggins, & Taylor, solicitors, for £10 for detaining a deed of assignment by one Harrington to him of a house in Clapham-park. Mr. Tindal Atkinson appeared for the plaintiff, and Mr. G. W. H. Jones for the defendants. The plaintiff contended that he bought an equity of redemption of a house in Clapham for £75 from one Harrington, and because the plaintiff would not pay the costs due from Harrington to the defendants they would not hand over the deed of assignment to him. The defendants had maintained that they had a lien on the deed for their costs due from Harrington. The plaintiff had paid for the engrossment of the assignment which had been executed, and he was therefore, he submitted, entitled to it. Mr. Jones stated that the plaintiff knew that the defendants had a lien as against Harrington, and the plaintiff had paid for the property to Harrington, thus defeating the defendants' lien. On the legal authorities defendants still retained their lien against the plaintiffs. Judge Lumley Smith held that the defendants had no lien, and he found for the plaintiff with costs on the higher scale. The amount claimed would be reduced to 40s. on the giving up of the deed.

Mr. Frederick George Clark, of Redcliffe-gardens, South Kensington, stockbroker, says the *Times*, left estate of which £27,701 is net personally. Subject to the payment of certain annuities he directed that the income of his residuary estate shall accumulate for twenty-one years after his death (unless the surplus income shall exceed £500 per annum, in which case one-half thereof shall be used for the charity hereinafter mentioned, and the remainder shall accumulate until the expiration of the said period). Subject thereto he directed that the ultimate residue of his estate shall be applied in creating a charitable trust to be called the "Legal Aid Fund for Poor People," to be administered at the discretion of the trustees for enabling or assisting poor English or Scottish people (and also Irish people if and so long as Ireland remains in union with Great Britain) to obtain competent legal advice and assistance and the aid of the courts of law in upholding and defending their rights or property. He continued:—"I particularly wish my trustees not to hesitate to take up cases for the poor against the rich or titled people or public companies or their insurers, and more especially cases arising out of street or motor accidents which may cause personal injury to poor people or damage to their property, and test cases or appeals (even if involving considerable expenditure), and in proper cases where a death may have resulted from accident to enable the relatives of a deceased person to be properly represented at any inquest and evidence to be given." The testator directed that the funds of the charity shall not be expended in labour disputes, or in

disputes among the poor themselves, or in criminal cases except such as are directly concerned with civil rights. He did not wish the expression "poor people" to be limited to persons in actual poverty. The objects of the charity are to be advertised at least four times a year. Any unexpended balance in any year is to be applied to charitable purposes chosen by the trustees, with a preference to police-court missions or societies for assisting persons who have seen better days.

The next examinations of candidates for admission into the Society of Incorporated Accountants and Auditors will be held in England, Scotland, and Ireland on the 26th, 27th, 28th and 29th of May.

WHY PAY RENT? Take an Immediate Mortgage free in event of death from the SCOTTISH TEMPERANCE LIFE ASSURANCE CO. (LIMITED). Repayments usually less than rent. Mortgage expenses paid by the Company. Prospectus from 3, Cheapside, E.C. Phone 6002 Bank.—Adv.

Court Papers.

I, Richard Burdon, Viscount Haldane, Lord High Chancellor of Great Britain, by virtue of the 92nd section, sub-section 2, of the Patents and Designs Act, 1907, and all other authorities enabling me in that behalf, do hereby nominate and appoint the Honourable Mr. Justice Warrington to be the Judge of the High Court, to whom an appeal shall be made or a petition referred or presented under the said section.

The second day of April, 1913.

(Signed) HALDANE, C.

Supreme Court of Judicature.

ROYAL EXCHAMBERS IN ATTENDANCE OF				
Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice JOYCE.	Mr. Justice SWINFER EADY.
Monday April 14	Mr. Groswell	Mr. Synges	Mr. Borrer	Mr. Church
Tuesday 15	Bloxam	Church	Leach	Farmer
Wednesday 16	Jolly	Farmer	Groswell	Goldschmidt
Thursday 17	Borrer	Bloxam	Jolly	Leach
Friday 18	Goldschmidt	Groswell	Bloxam	Borrer
Saturday 19	Leach	Jolly	Synges	Groswell
Date.	Mr. Justice WARRINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKER.	Mr. Justice EVE.
Monday April 14	Mr. Leach	Mr. Farmer	Mr. Jolly	Mr. Bloxam
Tuesday 15	Goldschmidt	Synges	Groswell	Jolly
Wednesday 16	Church	Bloxam	Borrer	Synges
Thursday 17	Groswell	Goldschmidt	Synges	Farmer
Friday 18	Jolly	Leach	Farmer	Chambers
Saturday 19	Borrer	Church	Bloxam	Goldschmidt

The Property Mart.

Forthcoming Auction Sales.

April 14.—Messrs. GEO. HEAD & CO., at the Mart, at 2: Leaseholds and Freeholds Business Premises, &c. (see advertisement, back page, this week).

April 14.—Messrs. HOLCOMBE, BETTS & WATTS, at the Mart, at 2: Shops and House* and Freehold Ground Rents (see advertisement, page 11, April 6).

April 17.—Messrs. H. E. FOSTER & CRAWFORD, at the Mart, at 2: Reversions, Shares, &c. (see advertisement, back page, this week).

April 17 and 21.—Messrs. STIMSON & SONS, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, this week).

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, April 4.

BEDDOES (1911) LTD.—Petition for winding-up, presented Mar 29, directed to be heard April 15. Flower-Ellis & Simon, 11, Maddox st, Regent st, solrs for the petr. Notice of appearing must reach the above named n.t. later than six o'clock in the afternoon of April 14.

BRIGHTON COURT THEATRE, LTD.—Petition for winding-up, presented Mar 31, directed to be heard April 15. Adkin & Son, 15, Downgate hill, Agents for Nye & Cleave, Brighton, solrs for the petr. Notice of appearing must reach the above named not later than six o'clock in the afternoon of April 14.

CANSTON OSTRICH FARM, LTD.—Creditors are required, on or before April 18, to send their names and addresses, and the particulars of their debts or claims, to Charles F. Cape, 12, Coleman st, liquidator.

CONSOLIDATED TAMAR MINES, LTD.—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to Geo. Palmer, Guildhall Annex, 23, King st, liquidator.

HOTEL BURLINGTON (WORTHING), LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before April 21, to send their names and addresses, and the particulars of their debts or claims, to Percy Mason, 64, Gresham st, liquidator.

NORTHERN COUNTIES TRANSPORT, LTD.—Creditors are required, on or before May 9, to send their names and addresses, and the particulars of their debts or claims, to James Todd and Percy Tarbock Haslam, 7, Winkley sq, Preston. Hookin & Co, Manchester, solers to the liquidators.

THORNTON, LTD.—Creditors are required, on or before May 8, to send their names and addresses, and the particulars of their debts or claims, to Albert Willmott, 14, Old Jewry chambers, liquidator.

TEXTILE AND DEVELOPMENT COMPANY OF HOME AND FOREIGN INDUSTRIES, LTD.—Petition for winding-up, presented April 2, directed to be heard April 15. Bartlett & Gluckstein, 109, Piccadilly, solers to the petitor. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of April 14.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette—TUESDAY, April 8.

ARMER BROTHERS, LTD.—Creditors are required, on or before May 13, to send their names and addresses, with particulars of their debts or claims, to Frederick Stanley Morris, 41, North John st, Liverpool, liquidator.

ASHTON QUARTZITE GOLD MINING CO, LTD.—Creditors are required, on or before June 2, to send their names and addresses, and the particulars of their debts or claims, to Albert James Coldwell, Blomfield House, 83, London Wall, liquidator.

BARRINGER & CO, LTD.—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Thomas Hartas Wallis, Carlton Mills, Peterborough, liquidator.

BEADAM TYRES, LTD.—In consequence of reconstruction creditors are required, on or before May 8, to send particulars of debts or claims, to Laurence Miles, c/o Nelson Tyres, Ltd., Windmill rd, Brentford, Middlex. Burgess & Co, Laurence Pountney hill, solers to the liquidator.

BRADFORD VULCANIZING CO, LTD.—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Harold Vernon Greenwood, 1, Town Hall sq, Bradford, liquidator.

CANTERBURY STEAMSHIP CO, LTD.—Creditors are required, on or before May 4, to send their names and addresses, and the particulars of their debts or claims, to Henry Westworth Dillon, 91 and 93, Bishopsgate, liquidator.

GARRETT HINGE RIM AND WHEEL, LTD.—Creditors are required, on or before May 6, to send their names and addresses, and the particulars of their debts or claims, to F. Ingram, The Chimes, The Mall, Southgate, liquidator.

HENRY DOBSON, LTD.—Creditors are required, on or before April 24, to send their names and addresses, and the particulars of their debts or claims, to Frederick S. A. Cole, 35, Algernon rd, Lewisham, liquidator.

MALAY SYNDICATE, LTD. (IN LIQUIDATION).—Creditors are required, on or before May 14, to send their names and addresses, and all particulars of their debts or claims, to T. M. C. Stewart, 65, Bishopsgate, liquidator.

REKELL ET Cie, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before April 10, to send in their names and addresses, and the particulars of their debts or claims, to Gerald Robert Biouet, 32, Wellington st, Strand.

P. STRAHAN, LTD.—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Basil Edgar Mayhew, Alder House, Bishopsgate, liquidator.

P. W. TAYLOR & CO, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before May 6, to send in their names and addresses, and the particulars of their debts or claims, to Eric Tylee Cronk, 43 and 44, Lombard st, liquidator.

W. GRAMME & CO, LTD.—Creditors are required, on or before April 21, to send their names and addresses, and the particulars of their debts or claims, to E. H. Hawkins, 4, Charterhouse sq, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette—FRIDAY, April 4.

HENRY & HELLING, LTD.
DEMAN, POPE & CO, LTD.
W. J. C. WHITE & CO, LTD.
LITTLE CONCRETE CO, LTD.
WATERMAN & SERRIGS, LTD.
BRUCE & STILL, LTD.
KAWAKA GOLD MINING CO, LTD.
ANDREWS, BRUCE & CO, LTD.
SACKVILLE OBJECTS D'ART, LTD.
BROWN'S COMPLETE ELEVATOR CO, LTD.
GEO. H. JAMES & CO, LTD.
BACKPRIARS GRAND CENTRAL, LTD.
REIT SYNDICATE, LTD.
GRAND CENTRAL THEATRE, LTD.
STANDARD FINANCIAL ASSOCIATION, LTD. (Reconstruction).
LOWER MOOR SPINNING CO, LTD.
KNU CO, LTD.
BARNETT & CO, LTD.
CYCLE INDUSTRIES, LTD.
CONSOLIDATED TAMAR MINES, LTD.
TRADING INVESTMENT CO, LTD.
SAMUEL COURTBAULD & CO, LTD.
BRITISH AND COLONIAL GOLF BALL CO, LTD.
BYDE-BEADLE SYSTEMS, LTD.
REKELL ET Cie, LTD.
STEAMSHIP "BEACON ROCK" CO, LTD.
STEAMSHIP "BREIT ROCK" CO, LTD.
RE DAY FIRE BRICK AND CLAY CO, LTD.
STEAMSHIP LABUAN CO, LTD.
JAMES ROSCOE (BOULGON), LTD.

London Gazette—TUESDAY, April 8.

COIN COUNTERS, LTD.
ANA CAUTIONOUS TRUST, LTD.
BILDERN & CHAMBERS, LTD.
CANTON LIBERAL CLUB, LTD.
REDWAY MOTOR AND ENGINEERING CO, LTD.
W. GRAMME & CO, LTD.
GRANBY UNION STEAM FISHING CO, LTD.
SULPHATES, LTD.
MALAY SYNDICATE, LTD.
DEANSTON COURIER, LTD.
RAMMERSMITH BATHS AND WASHHOUSES CO, LTD.
SORRENTS CONGRESSIONS, LTD.
JOHN CHALLINOR & CO, LTD.

INDUSTRIAL OPTIONS, LTD.
MILLBROOK CONSERVATIVE CLUB, LTD.
LEWIS EVA 8 TIN SYNDICATE, LTD.
CANTERBURY STEAMSHIP CO, LTD.

Creditors' Notices. Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 4.

REVEL, MARY REVEL, Latemad, Totnes May 9 Revel v Revel and Another, Swinfen Eady, J. Colyer & Colyer, Clement's inn, Strand

TUCKER, WILLIAM, Torrington, Devon May 9 Miller and Another v Tucker, Swinfen Eady, J. Abrahams, Tokenhouse yard

WILSON, CORNELIUS WILLIAM, Lapidford, Devon May 5 Harding v Beavan, Sargent, J. Crawford, Holborn Viaduct

London Gazette.—TUESDAY, April 8.

ROBY, JOSEPH WILLIAM, New Brighton, Chester, Solicitor May 5 Shubbrook v Taylor, Joyce, J. Wilson, Liverpool

WILSON, JOHN, Maresfield May 6 London County and Westminster Bunk, Ltd and Another v Brown and Others, Sargent, J. Ogilvie, Essex st, Strand

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 4.

ALLCARD, MARY ANNE, Bournemouth May 5 Taylor & Co, Gray's inn sq

AUSTIN, WALTER, St James st May 17 Patersons & Co, Lincoln's inn fields

BAKER, ADA ELIZABETH LOUISE, Tunbridge Wells May 14 Goldberg & Co, West st, Finsbury circus

BAKER, SAMUEL GEORGE, Folkestone May 16 Hall, Folkestone

BIRKETT, JOHN LORD, Hartford, Chester May 30 Clayton & Stewart-Brown Liverpool

BRUNSKILL, JOHN, Cheltenham, Jeweller April 30 Williams, Cheltenham

CALLIPHONAS GEORGE CONSTANTINE, Ipswich May 19 Welton, Woodbridge Suffolk

COCKCROFT, FROCH, Allerton, Bradford May 7 F G & H E Smith, Bradford

COOPER, THEOPHILUS, Werrington Bowral, New South Wales, Grazier May 9 Neave & Co, 8, Strand

DAVIDSON, THEODORE, Flaislow in, Bromley June 5 Norton & Co, Old Broad st

EAGLE, JANE ANN, Droylsden, Lancs May 3 Basuley, Ashton under Lyne

EMDEN, FERDINAND SALOMON, Dartmouth rd, Brondesbury May 13 Goldberg & Co, West st, Finsbury Circus

FREND, ANN, Hursknierpoint, Sussex May 2 Fielding, Canterbury

GARTLEY, SAMUEL, Seven Sisters rd, Umbrella Maker April 17 Clarke & Co, Queen st, Chesham

GAYDON, EDWIN, Brentford, Jeweller May 1 Ruston & Co, Brentford

GLEAVE, EMMA, Humber rd, Westcombe Park, Kent May 5 Gleave, Westcombe Park

GOWERS, MARK, Newcastle upon Tyne, Cork Merchant Nov 14 Smirk, Newcastle upon Tyne

GREENWELL, ALAN, Durham, Wine Merchant May 5 Wilsons & Co, Durham

GROR, AUGUSTIN GEORGE CHARLES HENRY ALBRECHT, Surbiton, Surrey May 12 Crump & Son, Lead-nhall st

HEATH, ELIZABETH, Heaton Chapel, Lancs April 30 Wood & Lord, Manchester

HIBBITT, JOSEPH, Empin-sham, Rutland, Farmer May 14 Atter, Stamford, Lincs

HOWROD, WILLIAM, Heysham, Lancs April 24 Ratcliffe & Greenwood, Bradford

HUDSON, BENJAMIN JOHN, Newbury, Berks, Timber Merchant May 8 Brothers, Victoria st, Westminster

JACKSON, JOHN MARSHALL, Cheadle, Stafford, Ironmonger May 2 Blagg & Co, Cheadle

JONES, ARTHUR ALLAN, Gillington, Bradford April 30 Armstrong, Bank chambers, Fore t Hill

JOPLIN, THOMAS, West Hartlepool, Licensed Victualler May 1 Fryer & Webb, West Hartlepool

MACNEILL, FRANK JOHN & RUSSELL, Birdhurst rise, South Croydon, Merchant's Manager May 1 Robins & Grimdall, Horney

MARVELL, THOMAS, Little Munden, Herts July 7 Longmore & Co, Hertford

MCQUEEN, WILLIAM MUSTON, Kew rd, Richmond May 14 Farrer & Co, Lincoln's inn fields

OWLES, CHARLES HENRY, Oakwood ct, Kensington May 5 Bennett & Ferris, Coleman st

PARKIN, MARIA, Chetwode rd, Upper Tooting May 10 Hyland & Co, Cannon st

PIDWELL, GERTRUDE, Catford, Kent April 30 Armstrong, Bank chambers, Forest hill

PLUM, JESSE AMBROSE, Merrick sq May 14 Cooke, Coleman st

PRATT, ISAAC, Stapleton Hall rd, Finsbury Park May 8 Saxton & Morgan, Somerset st, Portman sq

PRICE, CHARLES WILLIAM WASTELL, Cannon st, Financier May 4 Sadd & Stollard, Graham st

ROBERTS, EDWARD, Carnarvon May 1 Porter & Co, Plas Vardre, Conway

ROBERTS, ELIZABETH GWEN, Carnarvon May 1 Porter & Co, Plas Vardre, Conway

ROME, FRANCIS JAMES, Felsize sq April 25 Laces & Co, Liverpool

ROSIK, JOHANNES GUSTAV HERMANN, Los Angeles, California May 15 Rehder & Higgs, Mading

ROUTLEDGE, JAMES, Jarr-w May 15 Livingston, Jarrow

RYRIE, CHARLES BRUCE, Wallsend, Northumberland May 30 Newlands & Newlands, Jarrow o Tyne

SHAVILL JOHN WY LIAM, Hadleigh, Essex, Licensed Victualler April 30 Jefferies & Co, Southend on Sea

SHERPHERD, SARAH HELEN, Peerless bldgs, Peerless st, City rd May 14 Amery & Co, Fleet st

SNAITH, ANTHONY, Rothbury, Farmer May 8 Douglas, Alnwick

SUNLEY, WALTER, Goswell rd, Clerkenwell May 5 Osborn-Jeakyn & Son, Lincoln's inn fields

SWANSON, MARIA, Clifton, Glos May 15 Robins & Co, Lincoln's inn fields

TATHAM, MARY ELIZABETH, Thornton av, Streatham hill May 3 Simmonds & Carters, Broad st house
 TRICKETT, THERESA, Scarborough May 23 Cook & Co, Scarborough
 VALLANCE, MARIA MARY, Hillside gdns, Highgate May 4 Waterhouse & Co, New st, Lincoln's inn
 WARREN, LAURA, Torquay May 12 Long & Gardiner, Lincoln's inn fields
 WHITE, SIR WILLIAM HENRY, KCB, Cedarcroft, Putney May 5 Francis & Crookenden, New sq
 WHITWORTH, ELIZABETH, Waterloo, nr Liverpool May 16 Scholes & Farrington, Manchester
 WILLIAMS, ELIZABETH, Manchester May 3 Stott & Fogmore, Manchester
 WILSON, HENRY, Didsbury, Manchester, Boot Factor May 26 Tallent-Bateman & Co, Manchester
 WORRINGHAM, WEBSTER, Brockley, Kent May 15 Drake & Co, Rood ln
 WYMAN, EMILIA, Evelyn gdns May 2 Parker & Hollibone, Bloomsbury sq
 YATMAN, ELLEN, Gordon pl, Campden Hill, Kensington May 17 Jebb & Tunnard, Boston, Lincs

London Gazette.—TUESDAY, April 8.

BAXTER, LUCY MARY, Brentwood, Essex May 13 Wood & Co, Southend on Sea
 BELL, MARIA, Boltons, South Kensington May 11 Routh & Co, Southampton st, Bloomsbury
 BOOTH, JOHN, Darwen, Lancs, Auctioneer April 28 Halliwell & Halliwell, Darwen
 BOULNOIS, STRATTON, Chertsey, Surrey May 8 Smythe & Brettell, Basinghall st
 GEDDES, WILLIAM, Newcastle upon Tyne, Draper May 13 Winn & Co, Newcastle upon Tyne
 GREY, SARAH CONSTANCE, Ladbroke sq May 14 Crust & Co, Beverley
 HANCOCK, PHOEBE HOLT, Ashton on Mersey, Chester May 24 Harwood, Manchester
 HANDLEY, TRYPHENA, York May 22 Wood, York
 HARDWICK, JAMES, Ipswich May 10 Weathorp & Co, Ipswich
 HATCH, JAMES OLIVER, Heysham, Lancs April 30 Beesley, Manchester

HIGSON, THOMAS BARTON, Belgrave rd May 15 Higson & Co, Manchester
 HOCKEY, JAMES, Newport, Mon May 10 Adey, Newport, Mon
 IVESON, EGBERT, Ascol, Berks May 24 Stephens & Sons, Somerset st, Portman sq
 KATNER, CHRISTIAN ALFRED, Acton st, Grays inn rd May 5 Gruebeum, Ely pl
 LANG, REV WILLIAM FRANCIS DASHWOOD, Torquay May 6 Foster & Somerville, Torquay
 LEVY, ARTHUR, Oriel rd, Homerton, General Dealer May 15 Margetta & Jenkins, Old st
 LUCAS, ADA LOUISE ROAKE, Brighton May 10 Warrington & Edmonds, Budge row
 MACNAB, SIR DONALD CAMPBELL, Bracknell, Berks, June 1 Bischoff & Co, Great Winchester st
 MARSHALL, CHARLES HENRY, Manhattan, New York May 10 Murray & Co, Birchln ln
 MILLS, CHARLES SHEPHERD, Bedford May 13 Halliley & Morrison, Bedford
 NESBITT, WALTER HARDY, Sunninghill, Berks, Wharfinger May 12 Morley & Co, Gresham House, Old Broad st
 POLLARD, PALACIA FRERN, High Down, nr Hitchin, Herts May 24 Hyland & Co, Cannon st
 STEWART, HELEN GRIERSON HENDERSON, Liverpool May 8 Mason & Co, Liverpool
 THOMPSON, AZUBAH, Ackworth, nr Pontefract, Yorks, May 12 Carter & Co, Pontefract
 THURCHLEY, THOMAS, Hale, Chester, Coal Merchant May 16 Holt & Co, Manchester
 TUTT, EDWARD, Tufnell Park rd, Holloway, Cattle Salesman May 7 Hall & Son, West Smithfield
 WALLER, AMELIA Hope, nr Wrexham May 7 Winterbotham & Co, Cheltenham
 WARD, MERCY, Epperstone, Notts May 7 Browne & Co, Nottingham
 WHITE, SIR GEORGE, MP, Norwich May 11 Blyth, Norwich
 WILKINSON, LEONARD RODWELL, Lyndhurst, Hants, Barrister at Law May 10 Peacock & Goddard, 3, South sq, Grays inn
 WILLIAMSON, THOMAS, Mottram in Longdesdale, Chester April 21 Knowles & Son, Hyde
 WILSON, MARGARET ELISA, Wallbröchtstrasse, Hanover, Germany May 15 Goldberg & Co, West st, Finsbury cir

Bankruptcy Notices.

London Gazette.—TUESDAY, April 1.

FIRST MEETINGS.

ALLENBY, DAVID MORLEY, Tetney, Lincoln, Tailor April 9 at 11 Off Rec, st Mary's chmbrs, Great Grimsby
 BELTON, BERNARD, Cary Park, St Mary Church, South Devon April 9 at 2.30 Off Rec, 124, Marlborough pl, Brighton
 BURSTON, WILLIAM, Shelley, nr Huddersfield, Builder April 9 at 2.45 Huddersfield Incorporated Law Society's Room, Imperial arcade, New st, Huddersfield
 CALE, ROLAND MILLER, Bangor, Laundry Proprietor April 9 at 2.15 Crypt chmbrs, Chester
 CASHIDY, JOHN JOSEPH, and STUART SHIRLEY DIX, Handley, Stoke on Trent, Auctioneers April 10 at 11.30 Off Rec, King st, Newcastle, Staffs
 CHELL, ARTHUR EDWARD, Mansfield, Notts, Builder April 9 at 3 Off Rec, 4, Castle pl, Park st, Nottingham
 CLARK, FRANCIS HILLS, Stechford, Birmingham April 9 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham
 COCKS, WALTER ROSS, Hastings, Builder April 9 at 12 Off Rec, 124, Marlborough pl, Brighton
 COLME, WILLIAM GEORGE ARTHUR, Totterdown, Bristol, Grocer April 9 at 11.30 Off Rec, 26, Baldwin st, Bristol
 CUTLER, JOHN HENRY, Stoney Houghton, Peaseley, Derby, Farmer April 9 at 3.30 Off Rec, 4, Castle pl, Park st, Nottingham
 DEAN, BENJAMIN, and THOMAS MELLOR, Burejey, Lancs Joiners April 11 at 11.45 County Court House, Bankhouse st, Burnley
 DOREFIELD, ROBERT, Hemel Hempstead, Herts, Coal Merchant April 9 at 3 Off Rec, 14, Bedford row
 ELSE, ALFRED CHARLES, Matlock, Derby, Auctioneer April 9 at 11.30 Court House, 20, St Peter's churchyard, Derby
 FERGUSON, JOHN NEWBURY FRASER, Great Malvern April 9 at 12 The Hydro, Abbey rd, Malvern
 FLETCHER, THOMAS, Church Broughton, Derby, Grocer April 9 at 12.30 Court House, 24, St Peter's churchyard, Derby
 GRIGHE, FRANK, Chertsey April 9 at 11 132, York rd, Westminster Bridge rd
 GERRISH, SAMUEL QUARMAN, Bleadon, Somerset, Grocer April 9 at 11.45 Off Rec, 26, Baldwin st, Bristol
 GOLD, MORRIS, Pexley st, Brick ln, Motor Cab Proprietor April 14 at 12 Bankruptcy bldgs, Carey st
 HALL, JOHN HARDBOTTLE, Montpellier, Bristol, Commercial Clerk April 2 at 11 Off Rec, 26, Baldwin st, Bristol
 HAVARD, GEORGE STEPHEN, St John st, Clerkenwell, Van Builder April 14 at 11.30 Bankruptcy bldgs, Carey st
 HENNESSY, PHILIP, Rue de la Popiniere, Paris April 11 at 1 Bankruptcy bldgs, Carey st

HOLDER, HENRY JAMES, Prestbury, Glos, Market Gardener April 10 at 11.15 County Court bldgs, Cheltenham
 HORTON, EDWARD JOSEPH, Sheffield April 9 at 12.30 Off Rec, Figtrees ln, Sheffield
 HUDSON, ARTHUR, Jamaica rd, Bermondsey, Builder April 14 at 11 Bankruptcy bldgs, Carey st
 HUGHES, WILLIAM, Leamington Spa, Warwickshire, Draper April 9 at 3 Off Rec, 8 High st, Coventry
 JACKSON, MARY CLARY, Kingston upon Hull, Furniture Dealer April 11 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull
 JOHNS, WILLIAM GEORGE FREDERICK, Shoebusiness Essex, Grocer's Assistant April 19 at 3 Off Rec, 14, Bedford row, London
 JONES, STANLEY, St James' mans, St James' rd, Holloway, Surveyor April 14 at 1 Bankruptcy bldgs, Carey st
 JONES, WILLIAM EDWIN, Dalmore rd, West Dulwich, Telegraphist April 11 at 11.30 Bankruptcy bldgs, Carey st
 LEIGH, EDWERT, EDWARD, City rd April 11 at 12 Bankruptcy bldgs, Carey st
 LOWRANCE, HAROLD FITT, Wigginton, Staffs, Auctioneer April 9 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
 MORRIS, EDGAR WILLIAM, Swinton, Lancs, Mineral Water Manufacturer April 9 at 3 Off Rec, Byrom st, Manchester
 MORRIS, S & Co, High rd, Chiswick, Wallpaper Merchants April 9 at 12 Off Rec, 14, Bedford row
 PEATTIE, JOHN, and McDONALD MUNRO ALEXANDER, Peattie, Victoria st, South Kensington, Builders and Decorators April 9 at 12 Bankruptcy bldgs, Carey st
 PITCHER, EPHRAIM, Welford, Northampton, Wheelwright April 9 at 3 Off Rec, 1, Berridge st, Leicester
 STANFORTH, ALBERT HENRY, Abergavenny, Mon, Fish Merchant April 9 at 11 Off Rec, 141, Commercial st, Newport, Mon
 SWANSTON, CHARLES BERTRAM, The New Oxford and Cambridge Club, Pall Mall April 10 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

BALDWIN, WILLIAM REUBEN HAMLIN, Portsmouth, Fruit Merchant Portsmouth Pet Mar 18 Ord Mar 27
 BARTLEY, CHARLES ARTHUR BENJAMIN, Sheffield, Solicitor Sheffield Pet Jan 28 Ord Mar 27
 BLUNDELL, WILLIAM BOND, Hutton, nr Preston, Farmer Preston Pet Mar 10 Ord Mar 28
 CARTWRIGHT, ALFRED HARRY, Dover, Chemist, Canterbury Pet Mar 23 Ord Mar 28
 CARWARDINE, ARTHUR JAMES, Grangehouse, Cardiff, Railway Servant Cardiff Pet Mar 26 Ord Mar 26
 CHELL, ARTHUR EDWARD, Mansfield, Notts, Builder Nottingham Pet Mar 14 Ord Mar 29
 COCKS, WALTER ROSS, Hastings, Builder Hastings Pet Mar 26 Ord Mar 26
 DENLY, ERNEST ALFRED, Cirencester, Horse Dealer Swindon Pet Mar 28 Ord Mar 28

DROWLEY, WILLIAM JOHN, and ERNEST BONNER ARTHUR ALLES, Woking, Builders Guildford Pet Mar 19 Ord Mar 29
 DUNE, ALFRED SHADRACK, Whitepiriah, Wilts, Farmer Salisbury Pet Mar 29 Ord Mar 29
 FAY, MATTHIAS, Harpurhey, Manchester Manchester Pet Mar 10 Ord Mar 29
 GIBSON, ROBERT JAMES, Clarence Gate gdns, Advertising Contractor High Court Pet Feb 13 Ord Mar 29
 GOLD, KATHERINE, Holmleigh rd, Stamford Hill High Court Pet Feb 19 Ord Mar 28
 HAVARD, GEORGE STEPHEN, John st, Clerkenwell, Van Builder High Court Pet Mar 29 Ord Mar 29
 HIGGIN, WILLIAM WHIP, Sedgefield, Durham, Farmer Stockton on Tees Pet Mar 26 Ord Mar 23
 HOUSDEN, CHARLES, Warwick rd, Upper Clapton, Grocer High Court Pet Feb 21 Ord Mar 28
 HUGHES, NEHEMIAH, Barry, Glam, Boot Dealer Cardiff Pet Mar 23 Ord Mar 28
 HUGHES, WILLIAM, Leamington Spa, Warwickshire, Draper Warwick Pet Mar 28 Ord Mar 28
 JONES, STANLEY, St James' rd, Holloway, Surveyor High Court Pet Mar 29 Ord Mar 29
 KNOTT, RICHARD, Rochford, nr Tenbury, Worcester, Farmer Kidderminster Pet Mar 27 Ord Mar 27
 LEEK, THOMAS FOXTON, Littlethorpe, Ripon, Yorks, Brick Manufacturer Northallerton Pet Mar 5 Ord Mar 28
 LOWRANCE, HAROLD FITT, Wigginton, Staffs, Auctioneer Birmingham Pet Mar 19 Ord Mar 29
 MOXHAM, ROBERT JAMES, Brasted, Kent, Butcher Tisbury Wells Pet Mar 11 Ord Mar 27
 PACKWOOD, HENRY THOMAS, Claines, Worcester, Farmer Worcester Pet Mar 26 Ord Mar 26
 FITCHER, EPHRAIM, Welford, Northampton, Wheelwright Leicester Pet Mar 27 Ord Mar 27
 ROBINSON, SAMUEL, Chertsey, Schoolmaster Kingston Surrey Pet Mar 8 Ord Mar 27
 THOMAS, JOHN, Cwmnyglo, Cro's Hands, Carmarthenshire, Builder Carmarthen Pet Feb 28 Ord Mar 26
 UPJOHN, JAMES FRANCIS, Horn ln, Acton, Jeweller Brentford Pet Mar 26 Ord Mar 29
 WARDE, CHARLES DOUGLAS REGINALD, Pantton st, Haymarket High Court Pet Feb 22 Ord Mar 28
 WELFORD, DAN, Castleton, Yorks, Butcher Stockton on Tees Pet Mar 27 Ord Mar 27
 WEST, WALTER, Henlow, Beds, Wheelwright Bedford Pet Mar 29 Ord Mar 29

London Gazette.—FRIDAY, April 4.

RECEIVING ORDERS.

ATRINSON, ELEANOR ELIZABETH, Kirk Merrington, Durham General Dealer Durham Pet April 2 Ord April 2
 AUSTIN, AUSTIN JOHN, Cliffe, Kent, Boot Repairer Rochester Pet April 2 Ord April 2
 BAYLEY, ARCHIBALD LEONARD, Filton, Bristol Wholesale Newsagent Bristol Pet April 1 Ord April 1
 BEAMISH, MABEL ALEXANDRA, Stogursey, Somerset Taunton Pet April 2 Ord April 2

BLAKE, GRACE, High C
 BOWDITCH, ter N
 BROADBENT, chant
 CAMERON, High C
 DAVIES, D April 2
 DIMMER, A Barrister
 DUDLEY, S Pet Apr
 FOS, ANN Pet Apr
 HOWE, ROO Ord Mar
 JEWELL, T Decora
 JONES, JO Pet Apr
 JONES, M Pet Mar
 KEWLEY, Pet Apr
 LIVINGTON, Park
 LEE, LOU maker
 LONG, AL water
 MANFIELD, Cantel
 MARTIN, J Ord Apr
 MCCLACH, Toy M
 MOUNTFO, Walsn
 NANCE, A Weigh
 PEMBERTO, Post K
 POLACK, H water
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 STAFFORD, Birmi
 TAYLOR, Pet Apr
 TROUB, Bradi
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 WHINNEY, maker
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BLAKE, GEORGE, New King's rd, Chelsea, Provision Dealer High Court Pet April 2 Ord April 2
 BOWTHORN, FREDERICK, Rothwell, Northampton, Carpenter Northampton Pet April 1 Ord April 1
 BRADMORE, CHARLES WALTER, Winchester, Corn Merchant Winchester Pet Mar 15 Ord April 2
 CARMON, FREDERICK W, Cambridge ter, Hyde Park High Court Pet Feb 18 Ord April 1
 DAVIES, DAVID, Crewe, Licensed Victualler Crewe Pet April 2 Ord April 2
 DUNN, AUGUSTUS ROBERT VINCENT, Witham, Essex, Barrister at Law Chelmsford Pet Mar 6 Ord Mar 31
 DUTNEY, STANLEY GEORGE, Luton, Coal Merchant Luton Pet Mar 31 Ord Mar 31
 FOS, ANNIE OLD, Swindon, Hotel Proprietress Swindon Pet April 2 Ord April 2
 HOWE, ROBERT, Torquay, Boat Owner Exeter Pet Mar 31 Ord Mar 31
 JEWELL, THOMAS HEDLEY, Helston, Cornwall, House Decorator Truro Pet April 1 Ord April 1
 JONES, JOHN THOMAS, Carnarvon, Tea Merchant Bangor Pet April 1 Ord April 1
 JONES, MAUD, Tirphill, Glam, Grocer Merthyr Tydfil Pet Mar 31 Ord Mar 31
 KELWAY, WILLIAM THOMAS, Falmouth, Builder Truro Pet April 2 Ord Mar 31
 LATYNGTON, CHARLES DAVID, Woodberry grove, Finabury Park Builder Edmonton Pet Feb 27 Ord Mar 31
 LEE, LOUISE MARIE JOHANNA GERTRUDE, Norwich, Dress-maker Norwich Pet Mar 31 Ord Mar 31
 LONG, ALFRED, Burnham, Somerset, Tobaccoist Bridgewater Pet Mar 31 Ord Mar 31
 MANSFIELD, ROBERT GARNETT RALPH, Shorncliffe, Kent Canterbury Pet Jan 14 Ord Mar 29
 MARTIN, EMILE, Moorgate st High Court Pet Nov 5, Ord April 2
 MCGLACHLAN, GEORGE, Higher Crumpsall, Manchester Toy Merchant Manchester Pet Mar 31 Ord Mar 31
 MOUNTFORD, FLORENCE MAY, Ocker Hill, Tipton, Grocer Walsall Pet Mar 27 Ord April 1
 NANCE, ALFRED JAMES, Blaenclydach, Glam, Colliery Weigher Ystradgynaf Pet Mar 31 Ord Mar 31
 PEMBERTON, HAROLD KNOWLES, West Gorton, Manchester, Pork Butcher Manchester Pet April 1 Ord April 1
 POLACE, EDWIN JULIUS, Goldhurst ter, Hampstead High Court Pet Jan 10 Ord April 2
 READ, EVERARD, Cropwell Bishop, Notts, Dealer in Works of Art Nottingham Pet Mar 31 Ord Mar 31
 RICHINGS, JOHN WILLIAM, Stonehouse, Glos, Haulier Gloucester Pet April 1 Ord April 1
 STAFFORD, THOMAS, Jun, Aston, Birmingham, Grocer Birmingham Pet Mar 31 Ord Mar 31
 TAYLOR, JAMES, Nottingham, Fruiterer Nottingham Pet April 2 Ord April 2
 THROUP, EMMA, Kirkgate, Sliden, Yorks, Greengrocer Bradford Pet Mar 31 Ord Mar 31
 THROUP, JONAS HELLIWELL, Sliden, Yorks, Greengrocer's Manager Bradford Pet Mar 31 Ord Mar 31
 TOWLE, FRED, New Sawley, Derby, Lace Manufacturer Derby Pet Mar 31 Ord Mar 31
 WHINNEY, JOSEPH WILLIAM, Consett, Durham, Watch-maker Newcastle upon Tyne Pet April 1 Ord April 1
 WIFFEN, JOHN, and FREDERICK EVERETT WIFFEN, Sharpleshall st, Primrose Hill, Job Masters High Court Pet April 2 Ord April 2
 WILSON, JOHN, Butterwick Ings, Butterwick, Lincs, Farmer Boston Pet Mar 31 Ord Mar 31

Amended notice substituted for that published in the London Gazette, Mar 21:

CHILDS, JOSEPH BRAITHWAITE, Bradford Leeds Pet Jan 34 Ord Mar 19

FIRST MEETINGS.

BLAKE, GEORGE, New King's rd, Chelsea, Provision Dealer April 15 at 11.30 Bankruptcy bldgs, Carey st
 BRADMORE, CHARLES WALTER, Winchester Corn Merchant April 15 at 12 Committee Room, Corn Exchange, Winchester
 CARMON, FREDERICK W, Cambridge ter, Hyde Park April 15 at 11 Bankruptcy bldgs, Carey st
 CARWARDINE, ARTHUR JAMES, Grange-town, Cardiff Railway Servant April 12 at 12 117, St Mary st, Cardiff

DUNN, ALFRED SHADRACK, Whiteparish, Wilts, Farmer April 15 at 12 Off Rec, City chmbrs, Catherine st, Salisbury
 ELLIS-CHARLES, Workshop, Notts, Plumber April 16 at 11.30 Off Rec, Figgess in, Sheffield
 FAY, MATTHIAS, Harpurhey, Manchester April 14 at 3.30 Off Rec, Byrom st, Manchester
 HAWORTH, ROBERT, Pendleton, Salford, Job Dealer April 14 at 3 Off Rec, Byrom st, Manchester
 HIGGIN, WILLIAM WHIP, Sedgfield, Durham, Farmer April 15 at 11.30 Off Rec, Court chmbrs, Alb rt rd, Middlesbrough
 HOWE, ROBERT, Torquay, Boat Owner April 15 at 12 Off Rec, 9, Bedford cir, Cardiff
 HUGHES, NHEMIAH, Barry, Glam, Boot Dealer April 15 at 117, St Mary st, Cardiff
 JONES, MAUD, Tirphill, Glam, Grocer April 16 at 12 Off Rec, County Court Office, Town Hall, Merthyr Tydfil
 KNOTT, RICHARD, Rochford, nr Tenbury, Worcester, Farmer April 14 at 3 Lion Hotel, Kidderminster
 LANE, THOMAS FOXTON, Littlethorpe, Ripon, Yorks, Brick and Tile Manufacturer April 15 at 12.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough
 MARTIN, EMILE, Moorgate st April 15 at 1 Bankruptcy bldgs, Carey st
 NANCE, ALFRED JAMES, Blaenclydach, Glam, Colliery Weigher April 14 at 11.15 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd
 PACKWOOD, HENRY THOMAS, Claines, Worcester, Farmer April 12 at 11.30 Off Rec, 11, Copenhagen st, Worcester
 POLACE, EDWIN JULIUS, Goldhurst ter, Hampstead April 16 at 12 Bankruptcy bldgs, Carey st
 THROUP, EMMA, Kirkgate, Sliden, Yorks, Greengrocer April 12 at 11.15 Off Rec, 12, Duke st, Bradford
 THROUP, JONAS HELLIWELL, Sliden, Yorks, Greengrocer's Manager April 12 at 11 Off Rec, 12, Duke st, Bradford
 URJON, JAMES FRANCIS, Horn in, Acton, Jeweller April 14 at 12 Off Rec 14, Bedford row
 WELFORD, DAN, Castleton, Yorks, Butcher April 15 at 12 Off Rec, Court chmbrs, Albert rd, Middlesbrough
 WEST, WALTER, Henlow, Beds, Wheelwright April 15 10.30 shire Hall, Bedford
 WHINNEY, HAROLD FIFE, Bolton, Officer in His Majesty's Army April 15 at 3 Off Rec, 19, Exchange st, Bolton
 WIFFEN, JOHN and FREDERICK EVERETT WIFFEN, Sharpleshall st, Primrose hill, Job Masters April 14 at 11 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ATKINSON, ELEANOR ELIZABETH, Kirk Merrington, Durham, General Dealer Durham Pet April 2 Ord April 2
 AUSTEN, AUSTIN JOHN, Cliffe, Kent, Boot Repairer Rochester Pet April 2 Ord April 2
 BEAMISH, MABEL ALEXANDRA, Stogursey, Somerset Taunton Pet April 2 Ord April 2
 BLAKE, GEORGE, New King's rd, Chelsea, Provision Dealer High Court Pet April 2 Ord April 2
 BOSWORTH, FREDERICK, Rothwell, Northampton, Carpenter Northampton Pet April 1 Ord April 1
 CASSIDY, JOHN JOSEPH and STUART SHIRLEY DIX, Hanley, Auctioneers Hanley Pet Feb 17 Ord April 1
 CHILDS, JOSEPH BRAITHWAITE, Bradford Leeds Pet Jan 24 Ord April 1
 DAVIES, OWEN, Llanbadarn Farm, Llanbadarn, Tre a'glwyys, Cardigan, Farmer Aberystwyth Pet Mar 1 Ord April 2
 DUDLEY, STANLEY GEORGE, Luton, Coal Merchant Luton Pet Mar 31 Ord Mar 31
 FERGUSON, JOHN NEWBERRY FRASER, Great Malvern, Doctor of Medicine Worcester Pet Mar 18 Ord Mar 29
 FOS, ANNIE OLD, Swindon, Hotel Proprietress Swindon Pet April 2 Ord April 2
 HOWE, ROBERT, Torquay, Boat Owner Exeter Pet Mar 31 Ord Mar 31
 JEWELL, THOMAS HEDLEY, Helston, Cornwall, House Decorator Truro Pet April 1 Ord April 1
 JONES, JOHN THOMAS, Carnarvon, Tea Merchant Bangor Pet April 1 Ord April 1
 JONES, MAUD Tirphill, Glam, Grocer Merthyr Tydfil Pet Mar 31 Ord Mar 31
 KELWAY, WILLIAM THOMAS, Falmouth, Builder Truro Pet April 2 Ord April 2

LEE, LOUISE MARIE JOHANNA GERTRUDE, Norwich, Dress-maker Norwich Pet Mar 31 Ord Mar 31
 MANSING, WILLIAM HENRY, Somersfield st, Kilburn Omnibus Proprietor High Court Pet Mar 5 Ord April 2
 MANSFIELD, ROBERT GARNETT RALPH, Shorncliffe, Kent Canterbury Pet Jan 14 Ord Mar 29
 MATHEWS, HAROLD DEWE, Brook st, Grosvenor sq, Dentist High Court Pet Dec 17 Ord April 2
 MCCOMB, WILLIAM HENRY, Wallasey, Chester, Bookkeeper Birkenhead Pet Mar 12 Ord April 2
 MITCHELL, FRANK, Jermyn st High Court Pet Jan 17 Ord April 2
 MORRIS, SAMUEL JAMES, High rd, Chiswick, Wall Paper Merchant Brentford Pet Mar 12 Ord Mar 31
 NANCE, ALFRED JAMES, Blaenclydach, Glamorgan, Colliery Weigher Pontypridd Pet Mar 31 Ord Mar 31
 PEMBERTON, HAROLD KNOWLES, West Gorton, Manchester, Pork Butcher Manchester Pet April 1 Ord April 1
 READ, EVERARD, Cropwell Bishop, Notts, Dealer in Works of Art Nottingham Pet Mar 31 Ord Mar 31
 RICHINGS, JOHN WILLIAM, Haywards End, Stonehouse, Glos, Haulier Gloucester Pet April 1 Ord April 1
 SAMOVITCH, LUIS, Essex st, Bethnal Green, Cabinet Maker High Court Pet Mar 26 Ord Mar 31
 STAFFORD, THOMAS, Jun, Aston, Birmingham, Grocer Birmingham Pet Mar 31 Ord Mar 31
 TAYLOR, JAMES, Nottingham, Fruiterer Nottingham Pet April 2 Ord April 2
 THROUP, EMMA, Sliden, Yorks, Greengrocer Bradford Pet Mar 31 Ord Mar 31
 TROUP, JONAS HELLIWELL, Sliden, Yorks, Greengrocer's Manager Bradford Pet Mar 31 Ord Mar 31
 WHINNEY, JOSEPH WILLIAM, Consett, Durham, Watch-maker Newcastle upon Tyne Pet April 1 Ord April 2
 WILSON, JOHN, Butterwick Ings, Butterwick, Lincs, Farmer Boston Pet Mar 31 Ord Mar 31

Amended Notice substituted for that published in the London Gazette of Nov 5:

MOOR, EDWARD ROBERT JOYCE, Southampton row, Bloomsbury High Court Pet Aug 18 Ord Oct 31

Amended Notice substituted for that published in the London Gazette of Feb 21:

GRIZAARD, SOLOMON, and ALEXANDER SYCKERMAN, New-man's passage, Newman st, Tyre Repairs High Court Pet Jan 14 Ord Feb 15

London Gazette.—TUESDAY, April 8.

RECEIVING ORDERS.

ASHBY, GEORGE ASHBY HERMAN, Upham, Southampton Southampton Pet April 3 Ord April 3
 BURGE, JOHN POOLE, Parkstone, Poole, Boot Maker Poole Pet April 7 Ord April 7
 CHARLESTON, THOMAS WILLIAMS, Lessor av, Clapham, Merchant's Clerk Wandsworth Pet April 5 Ord April 5
 CHIVERS, GEORGE HERBERT, Bishopsworth, nr Bristol, Plumber Bristol Pet April 4 Ord April 4
 CLEAVEY, THOMAS, Milford Haven, Pembroke, Fish Merchant Pembroke Dock Pet April 3 Ord April 3
 DEAN, JOHN, Old Trafford, Manchester, Timber Merchant Manchester Pet Feb 10 Ord April 4
 DEVEREUX, WILLIAM FREDERICK, Finner rd, Harrow, Civil Servant High Court Pet April 4 Ord April 4
 EDGE, CECIL, Welton le Marsh, Lincoln, Butcher Boston Pet April 4 Ord April 4
 ELLIOTT, FRANK, Stratford mans, South Molton at High Court Pet Feb 3 Ord April 4
 EVERAERT, HENRIETTE, Gower st, Boarding House Proprietor High Court Pet April 4 Ord April 4
 FAIRY, WILLIAM HENRY, Chatteris, Cambridge, Draper Peterborough Pet April 4 Ord April 4
 FREEMAN, VERNON, Abercromby, Bala, Merionethshire Wrexham Pet Mar 17 Ord April 3
 GARDNER, ARTHUR, Rugby Coventry Pet April 3 Ord April 3
 GILES, MARY, Livingstone rd, Twerton, Bath, Haulier Bath Pet Mar 6 Ord April 4
 INCHBALD, CHARLES ELDEKTON, and HOWARD INCHBALD, Gresham House High Court Pet Mar 8 Ord April 6
 JOHNSON, STANLEY, Dover, Grocer Canterbury Pet Mar 26 Ord April 6

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

LICENSES INSURANCE.

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 750 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation. Suitable Clauses for insertion in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

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The Corporation also insures risks in connection with FIRE, CONSEQUENTIAL LOSS, BURGLARY, WORKMEN'S COMPENSATION, FIDELITY GUARANTEE, THIRD PARTY, &c., under a perfected Profit-sharing system.

APPLY FOR PROSPECTUS.

KNIGHT, MAURICE H. Poland st, Oxford at High Court
Pet Feb 24 Ord April 3
LENNOX, CLAUDE HENRY MAITLAND, Chichester Brighton
Pet Jan 25 Ord Mar 3
LEWIS, SAMUEL, Leeds, Draper Leeds Pet April 3 Ord
April 3
MAUDE, VICTOR, St James' st High Court Pet Nov 19
Ord April 2
MUSLIN, LEWIS, Brighton, Tailor Brighton Pet Mar 10
Ord April 4
NAIMAN, MOSES HAIM, Withington, Manchester, Grey
Cloth Agent Manchester Pet Mar 20 Ord April 4
PRITCHARD, H. G., Newcastle under Lyme, Staffs, Provision
Dealer Hanley Pet Mar 26 Ord April 4
PROFFITT, JOSEPH, Warrington, Pig Dealer Warrington
Pet April 1 Ord April 3
SULLIVAN, MARGARET HAMILTON RITCHIE, Ascot High
Court Pet Jan 17 Ord April 3
TASKEE, MARK, Goulceby, Lincs, Publican Lincoln Pet
April 3 Ord April 3
TULLEY, J. Carshalton, Builder Croydon Pet Feb 23 Ord
April 4
TUPPER, WILLIAM FREDERICK, Winton, Bournemouth,
Cycle Agent Poole Pet Mar 20 Ord April 4
VALLANCE, EDWARD BUCHAN, Brighton, Baker Brighton
Pet April 5 Ord April 5
VINE, SAMUEL HENRY, Dorchester, Tailor Dorchester
Pet April 4 Ord April 4
WALTON, CHARLES, Willenhall, Staffs, General Dealer
Wolverhampton Pet April 4 Ord April 4
WILKINSON, JOHN, Burrow House, nr Lancaster, Poultry
Farmer Preston Pet April 4 Ord April 4

RECEIVING ORDER RESCINDED.

GOURWITH, C. Ferntower rd, Newington Green, General
Merchant (High Court Rec Ord Dec 28, 1912 Rec
April 4, 1913)

FIRST MEETINGS.

ASHBY, GEORGE ASHBY HERMAN, Upham, Southampton
April 16 at 11 Off Rec, Midland Bank chmbrs, High
st, Southampton
ATKINSON, ELEANOR ELIZABETH, Kirk Merinton, Dur-
ham, General Dealer April 17 at 2.30 Off Rec, 3,
Manor pl, Sunderland
AUSTIN, AUSTIN JOHN, Cliffe, Kent, Boot Repairer April
21 at 2.15, High st, Rochester
BALDWIN, WILLIAM HERMAN HAMLEN, Bournemouth, Fruit
Merchant April 17 at 3 Off Rec, Cambridge junc-
tion, High st, Portsmouth
BLUNDILL, WILLIAM BOND, Hutton, nr Preston, Farmer
April 16 at 11 Off Rec, 13, Windley st, Preston
BOSWORTH, FREDERICK, Rothwell, Northampton, Car-
penter April 16 at 12 Off Rec, The Parade, North-
ampton
BURGE, JOHN POOLE, Parkstone, Poole, Dorset, Bootmaker
April 16 at 2 Arcade chmbrs (first floor), Bournemouth
CARTWRIGHT, ALFRED HARRY, Dover, Chemist April 18
at 11 68A, Castle st, Canterbury
CLEAVER, THOMAS, Milford Haven, Pembroke, Fish Mer-
chant April 17 at 12.30 Off Rec, 4, Queen st, Car-
marthen
DAVIDSON, ARCHIBALD, Guernsey, Army Officer April 28
at 3 Off Rec, Cambridge junc, High st, Portsmouth
DAVIES, DAVID, Crews, Licensed Victualler April 16 at
12 Off Rec, King st, Newcastle, Staffs
DENLY, ERNEST ALFRED, Clarendon, Horse Dealer April
16 at 11 Off Rec, 38, Regent circus, Swindon
DEVEREUX, WILLIAM FREDERICK, Cornwall rd, Pinner
rd, Harrow, Civil Servant April 17 at 11 Bankruptcy
bldgs, Carey st
DUDLEY, STANLEY GEORGE, Luton, Coal Merchant April
17 at 12 Off Rec, The Parade, Northampton
EDGE, CECIL, Winton le Marsh, Lincs, Butcher April 23
at 2.30 Off Rec, 4 and 6, West st, Boston
ELLIOTT, FRANK, Stratford mans, South Molton st April
17 at 12 Bankruptcy bldgs, Carey st
EVERARRET, HENRIETTE, Gower st, Boarding House Prop-
rietor April 17 at 11.30 Bankruptcy bldgs, Carey st
FOSS, ANNIE OLD, Swindon, Hotel Proprietress April 16
at 11.30 Off Rec, 38, Regent cir Swindon
GARDNER, ARTHUR, Rugby, Fried Fish Dealer April 16
at 12 Off Rec, 5, High st, Coventry
GROVES, HENRY JAMES, Stow on the Wold, Glos, Cabinet
Maker April 17 at 3.30 County Court bldgs, Chel-
tenham
INCHBALD, CHARLES ELDERTON, and HOWARD INCHBALD,
Gresham House April 16 at 11 Bankruptcy bldgs,
Carey st

JEWELL, THOMAS HADLEY, Helston, Cornwall, House
Decorator April 17 at 12 Off Rec, 12, Princes st
Truro
JONES, JOHN THOMAS, Carnarvon, Tea Merchant April 16
at 12 Crypt chmbrs, Chester
KNIGHT, MAURICE H. Po and st, Oxford at April 16 at 12
Bankruptcy bldgs, Carey st
LEE, LOUISE MARIE JOHANNA GERTRUDE, Norwich,
Dressmaker April 16 at 1 Off Rec, 8, King st,
Norwich
LENNOX, CLAUDE HENRY MAITLAND, Chichester April 17
at 3 Off Rec, Room 53, Bankruptcy bldgs, Carey st
LEWIS, SAMUEL, Leeds, Draper April 16 at 3 Off Rec, 24,
Bond st, Leeds
LONG, ALFRED, Burnham, Somerset, Tobacconist April 16
at 11.30 Off Rec, 28, Baldwin st, Bristol
MANFIELD, ROBERT GARNET RALPH, Shrewsbury, Kent
April 18 at 12 68A, Castle st, Canterbury
MAUDE, VICTOR, White's Club, St James' at April 16 at 1
Bankruptcy bldgs, Carey st
MCCOMB, WILLIAM HENRY, Wallasey, Chester, Bookkeeper
April 16 at 11 Off Rec, Union Marine bldgs, 11, Dale
st, Liverpool
MCLEACHLAN, GEORGE, High Crumpsall, Manchester, Toy
Merchant April 17 at 3 Off Rec, Byrom st, Man-
chester
MOUNTFORD, FLORENCE MAY, Ocker hill, Tipton, Grocer
April 16 at 12 Off Rec, 30, Lichfield st, Wolver-
hampton
MUSLIN, LEWIS, Brighton, Tailor April 17 at 11.30 12A,
Mariborough pl, Brighton
PEMBERTON, HAROLD KNOWLES, West Gorton, Manchester,
Fork Butcher April 16 at 3 Off Rec, Byrom st, Man-
chester
PRITCHARD, HARRY GEORGE, Newcastle, Staffs, Grocer
April 16 at 12.30 Off Rec, King st, Newcastle, Staffs
RICHINGS, JOHN WILLIAM, Stonehouse, Glos. Haulier
April 18 at 12 Off Rec, Station rd, Gloucester
STAFFORD, THOMAS, jun, Aston, Birmingham, Gr cer
April 16 at 11.30 Ruskin chmbrs, 191, Corporation st,
Birmingham
SULLIVAN, MARGARET HAMILTON RITCHIE, Ascot April 16
at 11 Bankruptcy bldgs, Carey st
TOPLISS, TOM, Binbrook, Lincs, Miller April 17 at 11 Off
Rec, St Mary's chmbrs, Great Grimsby
TUPPER, WILLIAM FREDERICK, Winton, Bournemouth,
Cycle Agent April 16 at 2.30 Arcade chmbrs, (first
floor), Bournemouth
VALLANCE, EDWARD BUCHAN, Brighton, Baker April 17
at 12 12A, Mariborough pl, Brighton
WALTON, CHARLES, Willenhall, Staffs, General Dealer
April 18 at 12 Off Rec, 30, Lichfield st, Wolverham-
pton
WHINNEY, JOSEPH WILLIAM, Consett, Durham, Watch-
maker April 16 at 11 Off Rec, 30, Mosley st, New-
castle upon Tyne
WILKINSON, JOHN, Burrow House, nr Lancaster, Poultry
Farmer April 17 at 3.45 Palatine Cafe, Market st,
Lancaster
WILSON, JOHN, Butterwick Ings, Butterwick, Lincs, Far-
mer April 23 at 2 Off Rec, 4 and 6, West st, Boston

ADJUDICATIONS.

ALLEN, ERNEST BONNER ARTHUR, and MARTIN JAMES
ALLEN, Woking, Stationers Guildford Pet Mar 10
Ord Mar 29
ASHBY, GEORGE ASHBY HERMAN, Upham, Southampton
Southampton Pet April 3 Ord April 3
BREADMORE, CHARLES WALTER, Winchester, Corn Mer-
chant Winchester Pet Mar 18 Ord April 3
BURGE, JOHN POOLE, Parkstone, Poole, Dorset, Boot-
maker Poole Pet April 7 Ord April 7
CHIVERS, GEORGE HERBERT, Bishop-worth, nr Bristol
Plumber Bristol Pet April 4 Ord April 4
CLEAVER, THOMAS, Milford Haven, Pembroke, Fish
Merchant Pembroke Dock Pet April 2 Ord April 3
DEVEREUX, WILLIAM FREDERICK, Cornwall rd, Pinner rd
Harrow, Civil Servant High Court Pet April 4
Ord April 4

EDGE, CECIL, Winton le Marsh, Lincs, Butcher Boston
Pet April 4 Ord April 4
EVERARRET, HENRIETTE, Gower st, Boarding house Proprietor
High Court Pet April 4 Ord April 4
FAIRY, WILLIAM HENRY, Chatteris, Cambridge, Draper
Peterborough Pet April 4 Ord April 4
FLOWER, WILLIAM REGINALD, West Stafford, nr Dorches-
ter, Dorset, Farmer Dorchester Pet Mar 12 Ord
April 4
GARDNER, ARTHUR, Rugby Coventry Pet April 2 Ord
April 3
GEIGER, FRANK, Chertsey Kingston, Surrey Pet Mar 6
Ord April 3
GOLD, MORRIS, Pedley st, Brick ln, Motor Cab Proprietor
High Court Pet Feb 23 Ord April 4
HAWORTH, ROBERT, Pendist n, Sa'ford, Job Dealer
Manchester Pet Mar 13 Ord April 4
HUDSON, ARTHUR, Jamaica rd, Bermondsey, Builder High
Court Pet Mar 8 Ord April 4
LEWIS, SAMUEL, Leeds, Draper Leeds Pet April 3 Ord
April 3
LONG, ALFRED, Burnham, Somerset, Tobacconist Bridg-
water Pet Mar 31 Ord April 4
MARTIN, EMILE, Moorgate st High Court Pet Nov 5
Ord April 4
MOUNTFORD, FLORENCE MAY, Ocker Hill, Tipton, Grocer
Walsall Pet Mar 27 Ord April 3
PROFFITT, JOSEPH, Warrington, Pig Dealer Warrington
Pet April 1 Ord April 3
SCOTT, MELVILLE STUART, Leicester Leicester Pet Jan 13
Ord April 4
SHEARWOOD, MILLICENT VIRGINIA, Brighton Brighton
Pet Feb 14 Ord April 3
TASKEE, MARK, Goulceby, Lincs, Publican Lincoln Pet
April 3 Ord April 3
THOMAS EVAN, Osgrove Vale, Giam, Colliery Overman
Cardiff Pet Mar 10 Ord April 5
TOPLISS, TOM, Binbrook, Lincs, Miller Great Grimsby
Pet Mar 14 Ord April 4
VALLANCE, EDWARD BUCHAN, Brighton, Baker Brighton
Pet April 5 Ord April 5
VINP, SAMUEL HENRY, Dorchester, Tailor Dorchester
Pet April 4 Ord April 4
WALTON, CHARLES, Willenhall, General Dealer Wolver-
hampton Pet April 4 Ord April 4
WILKINSON, JOHN, Burrow House, nr Lancaster, Poultry
Farmer Preston Pet April 4 Ord April 4
WRIGHT, HARRY, WILLIAM WRIGHT, and ERNEST ALFRED
WRIGHT, Raunds, Northampton, Boot Manufacturers
Peterborough Pet Mar 3 Ord April 3

Amended Notice substituted for that published in the
London Gazette of Mar 4 :

CARRINGTON, BERTRAM RIEL, Barking, Essex, Baker's
Manager Chelmsford Pet Feb 24 Ord Feb 24

REVERSIONS, Life Interests, Life
Policies, Mortgages on Freehold or Leasehold Prop-
erties; enquiries invited from Solicitors or others having
funds available for purchase or loans on above invest-
ments, or requiring to place similar securities.—AS-
PLEATS, Grays Inn-chambers, High Holborn.

ARTICLES.—Advertiser, aged 24, wants
Articles for two years in healthy country town—
JENNINS, Redlands, Stourbridge.

WANTED, £3,000 at 4½ per cent. on
Mortgage of Leasehold Property in the City of
Bath; held for ten thousand years from 13th October,
1699, at a yearly rent of £30; the property was last
valued in 1905 at £11,160.—ADAM, TARRING, & SHELTON,
Bath.

GENTLEMAN with substantial income
from manufacturing business having Suburban
Freehold Estate Mortgaged for full value, on which he is
paying 7 per cent., wishes to replace Mortgage by one at
5 per cent. with annual repayments; undoubted personal
security.—Address, Freehold, care of Messrs. Deacon's,
Leadenhall-street, E.C.

SOLICITOR (Commissioner for Oaths) of
long and varied practice desires position as Man-
aging Clerk; his references.—Address, Z., "Solicitors'
Journal" Office, 27, Chancery-lane, W.C.

TO OWNERS OF PROPERTY, TRUSTEES AND
SOLICITORS.—MANY BUSINESS PREMISES,
TOWN RESIDENCES, COUNTRY MANSIONS,
FARM BUILDINGS, ETC., ARE DANGEROUSLY
UNDER-INSURED. THE PRESENT INCREASED
COST OF BUILDING IS OVERLOOKED AND THE
NECESSARY REVISION OF POLICIES NEGLECTED.

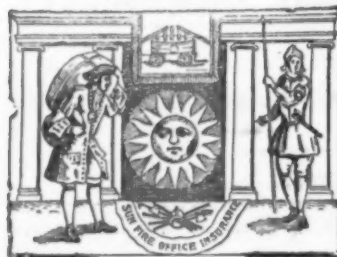
KNIGHT, FRANK & RUTLEY

PREPARE REPORTS FOR THE PROTECTION OF
OWNERS IN ALL PARTS OF THE KINGDOM.

OFFICES—20, HANOVER SQUARE, W.

204th Year of the Office.

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Spoken from Policy dated 1812.

SUN FIRE OFFICE
FOUNDED 1710.
HEAD OFFICE:
63, THREADNEEDLE ST., E.C.
Insurances effected on the following risks:—

FIRE DAMAGE.
RESULTANT LOSS OF RENT AND PROFITS.
EMPLOYERS' LIABILITY and PERSONAL ACCIDENT.
WORKMEN'S COMPENSATION, SICKNESS and DISEASE
including ACCIDENTS TO **BURGLARY,**
DOMESTIC SERVANTS. PLATE GLASS.

FIDELITY GUARANTEE.

Law Courts Branch: 40, CHANCERY LANE, W.C.

A. W. COUSINS, District Manager.

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